

**Working Document – School District 37**  
**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
Board of School Trustees in School District No. 37 (Delta)**  
**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/  
Delta Teachers' Association**  
**(The "Local")**

**AS IT APPLIES IN S.D. #37 (DELTA)**

**Effective 2006 July 1 to 2011 June 30**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.



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## PREAMBLE

- 1.1 The two parties recognize and support the purposes of this agreement as being to:
  - a. promote harmonious relations between the Board and its managers and the Teachers' Association and its teachers;
  - b. encourage cooperation between the Board and the Delta Teachers' Association in the provision of efficient, quality programs and services for the pupils of the district;
  - c. set forth the terms and conditions of employment agreed to between the parties;
  - d. set forth mechanisms for the expeditious resolution of differences which may arise from time to time as to the application or interpretation of the Agreement.

## **SECTION A - UNION SECURITY**

### **A.1: TERM, CONTINUATION AND RENEGOTIATION**

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement constituted under the *Education Services Collective Agreement Act*, S.B.C. 2002, c. 1 and extended by the *Teachers' Collective Agreement Act*, S.B.C. 2005, c. 27 that was in effect between the parties for the period July 1, 2001 to June 30, 2006 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4. a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.



- b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **A.2: RECOGNITION OF THE UNION**

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **A.3: MEMBERSHIP REQUIREMENT**

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.

2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

#### **A.4 LOCAL AND BCTF DUES DEDUCTION**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the Local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and Local respectively. The employer further agrees to deduct levies of the BCTF of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the Local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15<sup>th</sup> of the month following the deduction.
4. The form and timing of the remittance of Local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the Local and the employer.
5. The employer shall provide to the BCTF and Local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **A.5: COMMITTEE MEMBERSHIP**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

## **A.6: GRIEVANCE PROCEDURE**

### **1. Preamble**

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### **Steps in Grievance Procedure**

#### **2. Step One**

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

#### **3. Step Two**

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

**4. Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

**5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

**6. Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

**7. Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.

- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

### **A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- 3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

#### **A.8: LEGISLATIVE CHANGE**

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

#### **LOCAL PROVISIONS**

##### **A.21: RIGHT TO REPRESENTATION**

1. A representative of the Union will attend a meeting between a Union member and an Administrative Officer or a Board representative if the meeting is, or becomes, discipline related, or if any of the parties believes a representative of the Union should be present.
2. Should a meeting as described in A.21.1 above become discipline related, the Administrative Officer or Board representative shall not proceed with the meeting until a representative of the Union is provided by the Union to the teacher.
3. A representative of the Union shall be released from teaching duties without loss of pay in order to attend a meeting as described in A.21.1 and A.21.2 above.

##### **A.22: NO CONTRACTING OUT**

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.

2. Except as mutually agreed upon between the Board and the Union, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

**A.23: ACCESS TO WORKSITE**

1. Authorized representatives of the Union shall have the right to access the work site to transact Union business.
2. Such access shall not disrupt school business, except in emergent circumstances, nor be arbitrarily denied.
3. The usual school visiting procedures shall be followed.

**A.24: USE OF SCHOOL FACILITIES**

1. The Union shall have reasonable access to the use of school facilities and equipment for meetings.

**A.25: BULLETIN BOARDS**

1. The Board shall provide a bulletin board for Union use in each school staff room. Material posted on the board shall be initialed by a Union staff representative at each school.

**A.26: INTERNAL MAIL**

1. The Union shall have reasonable access to inter-school mail services.

**A.27: ACCESS TO INFORMATION**

1. The Board, upon request by the Union, agrees to provide within five (5) days or as soon as possible the following:
  - a. lists that will provide such information as seniority, current employees' names and phone numbers, provided the employee has not requested that this information be withheld, assignment and salary information;
  - b. information regarding professional opportunities, hiring and terminations (e.g. deaths, retirements, suspensions);
  - c. public financial information.
2. The Board agrees to expedite the availability of general agendas and minutes of Board meetings.
3. Upon request, the Union shall be granted non-confidential information that may be necessary for negotiations and processing grievances.



### **A.28: EXCLUSIONS FROM THE BARGAINING UNIT**

1. The Board and the Union agree that positions currently included in this Agreement and covered by the Certificate of Bargaining Authority will remain in the bargaining unit.
2. The Board shall notify the Union of new positions covered by this Agreement including the job description.
3. Newly created positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of both parties.

### **A.29: PICKET LINE PROTECTION**

1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line unless same is declared illegal by the Labour Relations Board.
2. Failure to cross a picket line (as described in paragraph A.29.1) encountered in carrying out business for the employer shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
3. The Board shall not require employees to do work normally performed by employees engaged in a strike or lock out.

### **A.30: SCHOOL STAFF COMMITTEES**

1. The Board and the Union encourage each school to develop a staff committee.  
  
To this end, staff committees shall:
  - a. be established at the beginning of each school year;
  - b. consist of a size and membership to be determined by the staff;
  - c. review and make recommendations on matters relating to staff concerns.
2. The school administration shall give due consideration to recommendations put forward by the staff committee.
3. Should the school administration not act on a recommendation of the school staff committee, written reasons shall be provided.

### **A.31: TEACHER ASSISTANTS**

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the immediate instructional supervision of teachers.
2. Teacher assistants shall not assume the primary instructional responsibility for designing the educational programs for students, but may assist the teacher by:

- a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice/guidance to students.
3. Teacher assistants shall not assume primary instructional responsibility while the teacher is absent.
  4. Teacher assistants shall not be used to replace qualified teachers.

**A.32: DISTRIBUTION OF AGREEMENT**

1. The Union shall be given a draft copy of this agreement thirty (30) days from the date upon which both parties have formally ratified the Agreement.
2. Prior to the production of the final copy of the Agreement, the Board and the Union will meet to correct the draft copy and to determine the format of the printed contract.
3. A final corrected copy shall be sent to each employee, forty-five (45) days, or as soon as possible, after ratification, or upon appointment to the district.

**A.33: HOUSEKEEPING COMMITTEE** [See also Provincial Letter of Understanding No. 7]

The Union and the Board agree to establish a committee which would be responsible for making “housekeeping changes” to the agreement after ratification and prior to distribution.

**A.34: UNION STAFF REPRESENTATIVES**

1. The Board recognizes staff representatives in each school selected by the Union to represent its members and agrees that staff representatives shall not be obstructed or interfered with while representing members.
2. The Union agrees that its staff representatives shall conduct Union business outside regular instructional time except where it is determined to be necessary under Articles A.21 (Right to Representation) and A.23 (Access to Work Site).
3. Staff representatives shall be granted leave from work duties upon application by the Union to the Board Personnel Office to attend grievance or arbitration hearings as set out in Article A.6 (Grievance Procedure). The Union shall assume the cost of the teacher-on-call.
4. The Union President or appointed representatives may from time to time meet with the Superintendent or other designated officials of the Board to transact business relating to personnel and/or the Collective Agreement. The Board agrees that any staff

representative of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary or other benefits.

5. A Staff Representative will request release time from his/her immediate supervisor in order to attend to emergent situations.

## **SECTION B - SALARIES AND ECONOMIC BENEFITS**

### **B.1: SALARY**

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
  - a. Effective July 1, 2006: 2.5% increase
  - b. Effective July 1, 2007: 2.5% increase
  - c. Effective July 1, 2008: 2.5% increase
    - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
  - d. Effective July 1, 2009: 2.5% increase
  - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
  - a. Department head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
  - a. Mileage/Auto
  - b. Per Diems
  - c. Housing
  - d. Pro D (unless formula-linked to the grid)
  - e. Clothing
  - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

### **B.2: TEACHER ON CALL PAY AND BENEFITS**

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
 

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
  - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

**B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION**

1. The following shall apply to employees providing instruction in adult education programs in these districts:  
School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)  
 Employers instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)

**Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.**

School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

School District No. 42 (Maple Ridge)

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

School District No. 43 (Coquitlam)

Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

2. a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
- b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.

- c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

**B.4: EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

**B.5: REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

#### **B.6: SALARY INDEMNITY PLAN ALLOWANCE**

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.



## **B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

### 1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

### 2. Personally Owned Professional Material

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

## **B.8: OPTIONAL TWELVE-MONTH PAY PLAN**

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will

have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

#### **B.9: PAY PERIODS**

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to article B.8, an employee shall be paid her/his annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
  1. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.
  2. Annual salary shall be paid in equal installments on the last working day of each month except July and August. A mid-month advance equal to 30% of the estimated gross monthly salary shall be made. The advance will be made by electronic funds transfer dated the fifteenth of each month to a recognized financial institution in B.C., as selected by the employee. If the fifteenth of the month falls on a Saturday, Sunday

or holiday, the advance shall be paid on the last working day preceding the fifteenth of the month.

## **B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:  
**In SD 37 the rate of 50 cents/kilometer shall continue to apply until the provincial rate is equal to or above at which time the rate in B.10.1 will apply.**

Effective July 1, 2006 – 47 cents/kilometer

Effective July 1, 2007 – 48 cents/kilometer

Effective July 1, 2008 – 49 cents/kilometer

Effective July 1, 2009 – 50 cents/kilometer

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Employees shall be reimbursed for travel costs as outlined below:
  - a. School District No. 45 (West Vancouver)  

Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.
  - b. School District. No. 64 (Gulf Islands)  

Employees who are authorized to use their personal vehicles in the course of regularly assigned duties or other employer business shall be reimbursed ferry costs where applicable.
  - c. School District No. 68 (Nanaimo)  

A non-resident employee of Gabriola Island assigned to teach on Gabriola Island shall be reimbursed an amount equal to his/her Gabriola ferry costs.
  - d. School District No. 71(Comox)

- (i) Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island
- (ii) Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island
- (iii) Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island.
- (iv) Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island
- (v) For employees assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.

e. School District No. 46 (Sunshine Coast)

Employees who are required to use ferry travel in the course of regularly assigned duties or other Board business shall be reimbursed for ferry fares at cost.

f. School District No. 69 (Qualicum)

Should teachers from Lasqueti Island be required to attend meetings called by the Superintendent of Schools, or designate, or other Board Business as pre-approved by the Superintendent of schools, or designate, they shall be reimbursed for travel and costs related to ferry or necessary water taxi transportation.

g. School Districts No. 50 (Haida Gwaii), 72 (Campbell River), and 85 (Vancouver Island North)

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred after July 1, 2006, or assigned as a result of the layoff/recall process after July 1, 2006. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

School District 79 (Cowichan Valley)

The Board agrees to reimburse non-resident employees working on Thetis Island for standard fares associated with ferry travel required by the Board. Reimbursement will be based upon production of receipts.

Reimbursement under the provisions of Item (a) shall occur as soon as possible following the date of this award for any eligible costs incurred effective September 1, 2008.

School Districts 70 (Alberni) and 84 (Vancouver Island West)

During the term of the collective agreement, should the Board in School District No. 84 and/or School District No. 70 change their policies and/or practices with respect to ferry/water taxi travel such that additional costs would be borne by employees, the BCTF may refer the issue to Juki Korbin for consideration within the context of Article B.10.5

5. The parties agree that there may be other situations analogous to those set out in Article B.10.4.a thru Article B.10.4.d above, in which non-resident employees are assigned to schools which require them to use ferries or water taxis to travel to work. By no later than September 30, 2006, the parties will identify any additional Districts and locations where employees may require reimbursement for ferry/water taxi charges. These additional areas will be recorded in a Letter of Understanding.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.*

*Note: Refer also to Article B.28.*

#### **B.11: BENEFITS**

1. The Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum.

#### **B.12: CATEGORY 5+**

1. Eligibility for Category 5+
  - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
    - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
    - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

- b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
- a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
- 3.
- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
  - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
  - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

### **Transition Process**

#### Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:
- a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
  - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:
  - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

Upon the conclusion of the Transition Process above, the provisions of this Article shall supersede and replace all previous provisions which addressed the same or similar matters.

See Letter of Understanding No. 14 for additional transition provisions.

## **LOCAL PROVISIONS**

### **B.21: NO CUT IN SALARY**

1. No employee shall suffer a reduction in salary or benefits as a result of implementation of this contract.

### **B.22: INCREMENT/CATEGORY PLACEMENT**

1.
  - a. For purposes of increment entitlement, a teacher must have the equivalent of ten (10) full-time teaching months' experience.
  - b. The increment date shall be effective the first of the month following the completion of experience requirements.
2.
  - a. Category placement shall be determined in accordance with the category assigned by the T.Q.S.
  - b. It is the responsibility of the employee to submit the appropriate documentation.
  - c. Upon receipt of documentation which establishes a salary category different from the employee's current placement, a salary adjustment shall be effective retroactive to the Date of Certificate Assignment by T.Q.S.

### **B.23: PART-TIME EMPLOYEE'S PAY**

1. Part-time employees shall be paid according to their placement on the basic salary schedule, pro-rated according to their percentage of the F.T.E. assignment.

### **B.24: ASSOCIATED PROFESSIONALS**

1. All associated professionals currently covered by this Agreement, shall be paid in accordance with Article B.31 (Salary Schedule).

2. Placement on the salary schedule shall be at the category which is most nearly equivalent to the category of teachers based on years of university level training. Experience level is determined by the number of years working in the discipline.
3. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

#### **B.25: PART-MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/number of days in the contractual work year of the current annual salary of an employee.
2. Each employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.
3. In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - a. 1/20 of regular monthly salary for each day worked; or
  - b. full regular monthly salary less 1/20 of the salary for each day not worked.
4. When an employee on an approved leave of absence where his/her last working day immediately precedes the beginning of a school break, the employee's leave will be deemed to commence the first working day following the school break.

#### **B.26: PAYMENT BEYOND SCHOOL YEAR**

1. Employees covered by this Agreement who perform instructional duties (e.g. summer school) outside of the employees regular work year shall be paid at the hourly rate of 1/1500 of the PB maximum scale.
2. Special Projects  
This Article shall not apply to non-instructional duties performed outside the regular work year.

#### **B.27: TEACHER IN CHARGE**

1. When the absence of an Administrative Officer requires a member of staff to assume the duties of Teacher in Charge, the following shall apply:
  - a. The Teacher in Charge shall normally assume only responsibility for the immediate safety and security of the pupils and facilities;



- b. If the Administrative Officer is absent for less than two (2) hours, no per diem compensation shall apply;
- c. If the Administrative Officer is absent for one/half day, the Teacher in Charge shall receive a per diem equal to 25% of 1/200 of the administrative allowance of the Principal for that school;
- d. If the Administrative Officer is absent for one (1) to five (5) full days, the Teacher in Charge shall receive a per diem equal to 50% of 1/200 of the administrative allowance of the Principal for that school plus a teacher-on-call, if required.

**B.28: MEETING/CONFERENCE ATTENDANCE EXPENSES**

- 1. When a teacher is asked by the Board to attend a meeting, conference or other activity, all approved expenses will be reimbursed upon submission of receipts.

*Note: Refer also to Article B.10.*

**B.29: EXPERIENCE RECOGNITION**

- 1. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.
- 2. Periods of part-time teaching, teaching-on-call and short-term appointments shall be added together for accumulation of years of experience credit for increment purposes.
- 3. A teacher-on-call shall be granted one (1) step on the increment scale on the salary grid for every one hundred and sixty (160) days taught in the district, retroactive to July 1, 1988.
- 4. Teaching experience, as specified above, in B.C. provincial government schools or similar B.C. provincial institutions shall be credited where the service is determined to be equivalent to that of employment in the public school system. Similarly, teaching experience as a member of the staff of the provincial Ministry of Education shall be credited.
- 5. Experience as a Superintendent, Assistant Superintendent, Administrative Officer or a member of a faculty of education (while holding a teaching certificate) recognized by the Ministry of Education for certification purposes, shall carry full credit.
- 6. Absence while on approved leave shall carry full experience credit to the extent that credit will not be credited beyond the school year in which such leave commences.
- 7. Full-time secondment to the Delta Teachers' Association, B.C. Teachers' Federation, or the Canadian Teachers' Federation shall carry full experience credit.

8. Certified journeymen in recognized trades teaching subjects which are related to their trade shall be allowed credit of one (1) year for the apprenticeship training, and one (1) year of experience for each two (2) years of experience as a journeyman in that trade. In the case of commerce teachers, the first four (4) years of acceptable training for which university credit is not granted shall be equated to a trades apprenticeship and the remainder of effective commercial experience may be considered as time spent as a journeyman.
9. In addition to anything else provided by this Agreement:
  - a. teachers holding an instructor's diploma will be paid on the Category 4 (PC) scale;
  - b. teachers holding a Letter of Permission and teaching chef instruction will be paid on the Category 4 scale, provided that they are enrolled in the chef training diploma course.

**B.30: ALLOWANCES**

Note B.1 uplifts to specific allowances in accordance with pay increases

1. Each department head, coordinator, and consultant shall receive an allowance (or a proportion thereof, consistent with his/her assigned responsibilities) of \$3,341.93. This allowance shall be adjusted as follows:
 

Effective July 1, 2006	\$3425.48
Effective July 1, 2007	\$3511.12
Effective July 1, 2008	\$3598.90
Effective July 1, 2009	\$3688.87
Effective July 1, 2010	\$3762.65
2. Each district counselor shall receive an allowance of \$4,453.52. This allowance shall be adjusted as follows:
 

Effective July 1, 2006	\$4564.86
Effective July 1, 2007	\$4678.98
Effective July 1, 2008	\$4795.95
Effective July 1, 2009	\$4915.85
Effective July 1, 2010	\$5014.17
3. Each district psychologist shall receive an allowance of \$5,991.58. This allowance shall be adjusted as follows:
 

Effective July 1, 2006	\$6141.37
Effective July 1, 2007	\$6294.90
Effective July 1, 2008	\$6452.27
Effective July 1, 2009	\$6613.58
Effective July 1, 2010	\$6745.85

4. Each chef shall receive an allowance of \$2,086.51. This allowance shall be adjusted as follows:

Effective July 1, 2006	\$2138.67
Effective July 1, 2007	\$2192.14
Effective July 1, 2008	\$2246.94
Effective July 1, 2009	\$2303.11
Effective July 1, 2010	\$2349.17

5. Each head teacher in an elementary school shall receive an allowance of \$945.54, plus multiples of the allowance for each teacher assigned. This allowance shall be adjusted as follows:

Effective July 1, 2006	\$969.18
Effective July 1, 2007	\$993.41
Effective July 1, 2008	\$1018.25
Effective July 1, 2009	\$1043.71
Effective July 1, 2010	\$1064.58

### B.31: SALARY SCALES

#### Teachers' Salary Grid

March 31, 2006

Step	Prov Cat 5+ TQS 6			
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 35,256	\$ 38,432	\$ 41,483	\$ 42,307
1	\$ 37,096	\$ 40,493	\$ 43,770	\$ 44,628
2	\$ 38,936	\$ 42,554	\$ 46,057	\$ 46,949
3	\$ 40,776	\$ 44,615	\$ 48,344	\$ 49,270
4	\$ 42,616	\$ 46,676	\$ 50,631	\$ 51,591
5	\$ 44,456	\$ 48,737	\$ 52,918	\$ 53,912
6	\$ 46,296	\$ 50,798	\$ 55,205	\$ 56,233
7	\$ 48,136	\$ 52,859	\$ 57,492	\$ 58,554
8	\$ 49,976	\$ 54,920	\$ 59,779	\$ 60,875
9	\$ 51,816	\$ 56,981	\$ 62,066	\$ 63,196
10	\$ 53,656	\$ 59,042	\$ 64,353	\$ 65,517
11	\$ 55,496	\$ 63,159	\$ 68,926	\$ 70,153

**April 1, 2006**

Step	Prov Cat 5+      TQS 6			
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 38,016	\$ 40,776	\$ 43,786	\$ 44,843
1	\$ 39,855	\$ 43,110	\$ 46,300	\$ 47,386
2	\$ 41,694	\$ 45,444	\$ 48,814	\$ 49,928
3	\$ 43,533	\$ 47,778	\$ 51,328	\$ 52,471
4	\$ 45,372	\$ 50,112	\$ 53,842	\$ 55,013
5	\$ 47,212	\$ 52,446	\$ 56,356	\$ 57,556
6	\$ 49,051	\$ 54,780	\$ 58,870	\$ 60,099
7	\$ 50,890	\$ 57,114	\$ 61,384	\$ 62,641
8	\$ 52,729	\$ 59,448	\$ 63,898	\$ 65,184
9	\$ 54,568	\$ 61,782	\$ 66,412	\$ 67,726
10	\$ 56,407	\$ 64,116	\$ 68,926	\$ 70,269

**July 1, 2006**

Step	Prov Cat 5+      TQS 6			
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
1	\$ 40,851	\$ 44,188	\$ 47,457	\$ 48,570
2	\$ 42,737	\$ 46,580	\$ 50,034	\$ 51,176
3	\$ 44,622	\$ 48,972	\$ 52,611	\$ 53,783
4	\$ 46,507	\$ 51,365	\$ 55,188	\$ 56,389
5	\$ 48,392	\$ 53,757	\$ 57,765	\$ 58,995
6	\$ 50,277	\$ 56,150	\$ 60,342	\$ 61,601
7	\$ 52,162	\$ 58,542	\$ 62,918	\$ 64,207
8	\$ 54,047	\$ 60,934	\$ 65,495	\$ 66,813
9	\$ 55,932	\$ 63,327	\$ 68,072	\$ 69,420
10	\$ 57,817	\$ 65,719	\$ 70,649	\$ 72,026

**July 1, 2007**

Step	Prov Cat 5+		TQS 6	
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 39,941	\$ 42,840	\$ 46,002	\$ 47,113
1	\$ 41,873	\$ 45,292	\$ 48,644	\$ 49,784
2	\$ 43,805	\$ 47,745	\$ 51,285	\$ 52,456
3	\$ 45,737	\$ 50,197	\$ 53,926	\$ 55,127
4	\$ 47,669	\$ 52,649	\$ 56,567	\$ 57,798
5	\$ 49,602	\$ 55,101	\$ 59,209	\$ 60,470
6	\$ 51,534	\$ 57,553	\$ 61,850	\$ 63,141
7	\$ 53,466	\$ 60,005	\$ 64,491	\$ 65,812
8	\$ 55,398	\$ 62,458	\$ 67,133	\$ 68,484
9	\$ 57,330	\$ 64,910	\$ 69,774	\$ 71,155
10	\$ 59,263	\$ 67,362	\$ 72,415	\$ 73,826

**July 1, 2008**

Step	Prov Cat 5+		TQS 6	
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 42,920	\$ 46,425	\$ 49,860	\$ 51,029
2	\$ 44,900	\$ 48,938	\$ 52,567	\$ 53,767
3	\$ 46,881	\$ 51,452	\$ 55,274	\$ 56,505
4	\$ 48,861	\$ 53,965	\$ 57,982	\$ 59,243
5	\$ 50,842	\$ 56,479	\$ 60,689	\$ 61,982
6	\$ 52,822	\$ 58,992	\$ 63,396	\$ 64,720
7	\$ 54,803	\$ 61,506	\$ 66,104	\$ 67,458
8	\$ 56,783	\$ 64,019	\$ 68,811	\$ 70,196
9	\$ 58,764	\$ 66,532	\$ 71,518	\$ 72,934
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942

**Benefit From Harmonization:**

2.5% GWI Only:	\$ 60,744	\$ 69,046	\$ 74,226	\$ 75,672
Harmonization:	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942

Harmonization %:	3.00%	3.00%	2.62%	3.00%
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**July 1, 2009**

Step	Prov Cat 5+ TQS 6			
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 41,963	\$ 45,009	\$ 48,331	\$ 49,498
1	\$ 43,993	\$ 47,585	\$ 51,106	\$ 52,305
2	\$ 46,023	\$ 50,162	\$ 53,881	\$ 55,111
3	\$ 48,053	\$ 52,738	\$ 56,656	\$ 57,918
4	\$ 50,083	\$ 55,314	\$ 59,431	\$ 60,725
5	\$ 52,113	\$ 57,891	\$ 62,206	\$ 63,531
6	\$ 54,143	\$ 60,467	\$ 64,981	\$ 66,338
7	\$ 56,173	\$ 63,043	\$ 67,756	\$ 69,144
8	\$ 58,203	\$ 65,619	\$ 70,531	\$ 71,951
9	\$ 60,233	\$ 68,196	\$ 73,306	\$ 74,757
10	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

**Teachers' Salary Grid**

**June 30, 2010**

Step	Prov Cat 5+ TQS 6			
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 44,872	\$ 48,537	\$ 52,128	\$ 53,351
2	\$ 46,943	\$ 51,165	\$ 54,959	\$ 56,214
3	\$ 49,014	\$ 53,793	\$ 57,789	\$ 59,076
4	\$ 51,084	\$ 56,421	\$ 60,620	\$ 61,939
5	\$ 53,155	\$ 59,048	\$ 63,450	\$ 64,802
6	\$ 55,226	\$ 61,676	\$ 66,281	\$ 67,664
7	\$ 57,296	\$ 64,304	\$ 69,111	\$ 70,527
8	\$ 59,367	\$ 66,932	\$ 71,942	\$ 73,390
9	\$ 61,437	\$ 69,560	\$ 74,773	\$ 76,252
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

## **B.32: GROUP BENEFIT PLAN**

### 1. Medical Services Plan

The Board agrees to pay 60% of the premiums of the Medical Services Plan of B.C. for employees and dependents in accordance with the by-laws of the Medical Services Commission.

### 2. Extended Health Benefits

The Board agrees to pay 100% of the premiums of an Extended Health Benefits Plan, based upon the January, 1986 provisions of the policy, including:

- a. vision care coverage to a maximum of \$200 in any consecutive twenty-four (24) month period;
- b. hearing aid coverage to a maximum limit of \$500 in any forty-eight (48) month period;
- c. daily hospital co-insurance charge of an Acute Care Hospital or Extended Care Unit or Rehabilitation Unit of an Acute Care Hospital;
- d. lifetime maximum payment of \$1,000,000 for employees and dependents in accordance with the agreed upon by-laws. Note B.11- unlimited lifetime maximum effective July 1, 2006.

### 3. Group Life Insurance

- a. The Board agrees to pay 60% of premiums for Group Life Insurance Plan for employees (\$100,000/employee).
- b. Participation is compulsory for all teachers.
- c. The Board agrees to implement an Optional Group Life Insurance Plan to provide up to an additional \$200,000, at no cost to the Board.

### 4. Dental Plan

- a. The Board agrees to maintain a dental plan for employees and their dependents. Dental coverage will be extended to include dependent children up to age twenty-one (21), and dependent children up to age twenty-five (25), provided they are full-time students.
- b. Participation in the Plan is compulsory. Payment by the Plan is to be 100% Plan A, 60% Plan B, 50% Plan C. The Board shall pay 100% or the premium costs.

### 5. Salary Continuance Plan

- a. Participation is compulsory in the Salary Continuance Plan for employees hired after 01 January 1973. The full cost of the Plan shall be borne by each employee.

- b. All terms and conditions of the Plan are governed by the Master Policy issued by the underwriter. The Board shall not be liable as a result of a claim arising between the employee and the insurer.
  - c. The Board agrees to pay 50% premium costs of medical, extended health, group life and dental when a teacher is ill and drawing benefits under the B.C.T.F. plan to a maximum of twenty-four (24) calendar months from expiry of sick leave.
6. Part-time Employees
- a. Subject to the terms of the individual benefit plans, part-time employees employed 50% or more shall be entitled to the benefit provisions of the Article in the same manner as full-time employees. Part-time employees employed less than half-time shall not be entitled to benefits.
7. Pensionable Service
- a. The Board recognizes that where, for any day a teacher is on an authorized leave of absence, that day will be confirmed as a pensionable service day, provided that the leave qualifies as such pursuant to the Teachers' Pension Act.

### **B.33: WORKERS' COMPENSATION**

1. Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee is entitled to compensation under the Workers' Compensation Act, the employee shall not be required to use his or her sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
2. All monies received by the employee by way of compensation for loss of salary under the said Act shall be paid to the Board. In return, the Board shall pay the employee full salary, subject to a time limitation of twelve (12) months.
3. After the twelve-month limitation, the salary paid to the employee shall be charged against the employee's accumulated sick leave credits on a proportionate basis.
4. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

### **B.34: DISABILITIES NOT COVERED BY WORKERS' COMPENSATION**

1. Where an employee is paid by the Board while absent by reason of any disability other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such compensation or any part thereof from any source, then the employee shall pay such recovered amount to the Board which shall credit the employee with the number of days of sick leave credits proportionate to the amount received by the Board.



**B.35: EMPLOYEE ASSISTANCE PROGRAM**

1. The Board and the Union shall jointly operate an Employee and Family Assistance Program. The Board shall provide funding of 50% per cent of the cost of the program with a maximum cost to the Board of \$15,000 per annum.

## **SECTION C - EMPLOYMENT RIGHTS**

### **C.1: RESIGNATION**

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2. The employer shall provide the local with a copy of any notice of resignation when it is received.

### **C.2: SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

*Note: Refer also to Article C.22.1*

2. Porting Seniority
  - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.  
*Note: Refer also to Article C.22.3.*
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-on-Call Seniority (In school districts where service as a teacher-on-call was not previously included in the definition/accumulation of seniority.)
  - a. Effective April 1, 2006, a teacher-on-call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.

- b. For the purpose of calculating seniority credit:
  - i. Service as a teacher-on-call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
  - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
  - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.

*Note: Refer also to Article C.22.2*

- 4. Term/Temporary Teachers (in school districts where service as a term/temporary teacher was not previously included in the definition/accumulation of seniority.)

Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

*Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

## **LOCAL PROVISIONS**

### **C.21: PRINCIPLE OF SECURITY**

- 1. The Board and the Union agree that increased length of professional service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

### **C.22: DEFINITION OF SENIORITY**

- 1. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under term contract, teaching-on-call pursuant to C.22.2 and C.22.4, and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

*Note: Refer also to Article C.2.1*

2. Effective January 1, 1993 a teacher-on-call shall gain one day of service recognition for each day worked. A teacher-on-call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a teacher-on-call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

*Note: Refer also to Article C.2.3*

3. In addition to the provisions of C.22.1 and C.22.2, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

*Note: Refer also to Article C.2.2*

4. When the seniority of two (2) or more employees is equal pursuant to Articles C.22.1, C.22.2 and C.22.3, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
5. When the seniority of two (2) or more employees is equal pursuant to Article C.22.4, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.
6. When the seniority of two (2) or more employees is equal pursuant to Article C.22.5, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.
7. When the seniority of two (2) or more employees is equal pursuant to Article C.22.6, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
8. For the purposes of this Article, the following leaves of absence shall count toward aggregate length of service with the Board:
  - a. maternity leave and/or parental leave pursuant to the Employment Standards Act;
  - b. service as D.T.A. President;
  - c. service with the B.C.T.F. or C.T.F.;
  - d. service with the Department of National Defense;
  - e. exchange teaching;
  - f. secondment;
  - g. parenthood leave;
  - h. approved educational leave;
  - i. service as an M.L.A. or M.P.;
  - j. compassionate care leave (Article G.2);
  - k. all other approved leaves of absence (including long-term sick leave).

9. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.

**C.23: SENIORITY LIST**

1. The Board shall, by October 14 of each year, forward to the Union a list of all continuing employees covered by this agreement, in order of seniority, calculated according to Article C.22 (Definition of Seniority), setting out the length of seniority as of September 1 of that year.
2. **Teacher on Call Service Recognition**  
The Board shall, no later than November 1 of each year, forward to the Union a list of all teachers-on-call covered by this agreement, in order of length of service, calculated according to Article C.2.3 b (Definition of Seniority), setting out the length of service as of September 1 of that year.

*Note: Refer also to Article C.2*

**C.24: DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE; DUE PROCESS**

1. The Board shall not discipline nor dismiss any employee bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
3. Unless the Union waives the right to such meeting, the Board shall not discipline (other than a suspension to which Section 15(5) of the School Act reasonably applies) nor dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. the employee and the Union shall be given not less than seventy-two (72) hours' notice;
  - b. at the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the employee shall be accompanied by representatives and/or advocate appointed by the Union, and they shall be entitled to hear all the

- evidence presented to the Board, to receive copies of all documents placed before the Board and to question any person presenting evidence to the Board;
- e. the decision of the Board shall contain a full and complete statement of the grounds for the decision.
  4. Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
  5. The Board shall not release to the media or the public information in respect of the discipline or dismissal of an employee except as agreed by the Union or by joint release agreed upon by the Board and the Union.
  6. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
  7. At an arbitration in respect of the discipline or dismissal of an employee, no material of a disciplinary nature from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.31 (Personnel Files) may be presented.
  8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the employee is convicted of the offense charged.

### **C.25: DEFINITION OF QUALIFICATIONS**

1. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on the whole of the teacher's:
  - a. certification;
  - b. pre and in-service training relevant to the position;
  - c. relevant teaching or work experience;
  - d. record of teaching accomplishment and demonstrated skills;
  - e. formal education at the university level;
  - f. evidence of ability to perform the duties of the position;

that the teacher will be able to perform the professional responsibilities of the position in a satisfactory manner.

2. Should any question be raised by the teacher and the Union as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Grievance Procedure in Article A.6, beginning at the Joint Committee stage.

## **C.26: LAYOFF RIGHTS**

1. When, for educational or budgetary reasons, or in the case of the adult education program, for insufficient enrolment or program cancellation, the Board determines that it is necessary to reduce the number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article C.25 (Definition of Qualifications).
2. Provided that they have more seniority, when teachers are advised that they are not to be retained pursuant to Article C.26.1 above, they may within seven (7) days, notify the Board that they claim another position which is being held by the most junior teacher for which they have the qualifications pursuant to Article C.25 (Definition of Qualifications).
3. The Board shall give each teacher it intends to terminate pursuant to this Article no less than thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for termination, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. Where, due to a leave of absence, a position is filled for a period ending at a time other than the end of a school term, termination notice shall be effective at the end of that period. The effective date of layoff of a teacher in the adult education program shall be at the conclusion of the 30 day notice period and not at the end of a school term.

## **C.27: RECALL RIGHTS**

1. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to the Agreement, provided that the teacher possesses the necessary qualifications as defined in Article C.25 (Definition of Qualifications) for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
2. It is the responsibility of each teacher to maintain a current telephone number and mailing address with the Board at all times. The Board will contact personally the teacher to be offered re-engagement by telephone and/or in writing at the mailing address last provided by the employee.
3. A teacher who is offered re-engagement pursuant to Article C.27, shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.
4. The Board shall allow ten (10) days from acceptance of an offer under Article C.27 for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a teacher-on-call for the position until the teacher accepting the position is available.

5. A teacher's right to re-engagement under this Article is lost if:
  - a. a continuing teacher elects to receive severance pay under Article C.28 (Severance Pay) of this Agreement;
  - b. the teacher refuses to accept two (2) offers of positions of equal or greater percentage of time for which that employee has the necessary qualifications;
  - c. the teacher accepts a continuing position with another school district.
6. The right to re-engagement shall equal the total length of employment as a continuing teacher with the district or one (1) year, whichever is greater.
7. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
8. A teacher who retains rights of re-engagement pursuant to Article C.27 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement. Payment of full cost of such premiums, as agreed to in this Agreement, for the first month shall be paid by the Board and thereafter by the employee, subject to the approval of the insurance carrier.

#### **C.28: SEVERANCE PAY**

1. A continuing teacher who has one (1) or more years of continuous employment and who is terminated, save and except a continuing teacher who is terminated or dismissed pursuant to Article C.24 (Dismissal and Discipline for Misconduct; Just and Reasonable Cause; Due Process) and Section 15 of the School Act, may elect to receive severance pay at any time during the first twelve (12) months following termination.
2. Severance pay shall be calculated at the rate of five (5) per cent of one (1) year's salary for each year of service to a maximum of two (2) years salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.
3. The employee may choose to receive severance pay:
  - a. in one lump sum within thirty (30) days of termination; or
  - b. in monthly instalments of ten (10) per cent of the total amount payable, commencing at the next regular employee pay period.
4. A teacher who has elected to receive severance pay and who is subsequently rehired by the Board, shall retain any severance payment received. In such case, the calculation of years of service shall commence with the date of rehire.



### **C.29: RETRAINING**

1. Upon written request within twelve (12) months of the receipt of notice of termination under Article C.26 (Layoff Rights), an employee shall be entitled to extend the provisions of re-engagement for the purpose of retraining for another teaching position in the school district. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the date of the termination notice to coincide with the period of the leave granted, or of any extension thereof. All such leave shall not count towards aggregate length of service with the Board.
2. The employee, after retraining, shall be entitled to rights of re-engagement as specified in Article C.27 (Recall Rights).

### **C.30: PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS**

1. Part-time employees are employees employed on the equivalent of less than an annual full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.
2. Fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.
3. An employee with a full-time appointment may, without prejudice to that appointment, request a part-time assignment for a year or less. A request for a part-time assignment shall not be unreasonably denied. The change shall be granted through a leave-of-absence without pay.
4. At the end of the leave-of-absence, the teacher shall revert to a full-time continuing appointment unless the part-time assignment is renewed.
5. Two (2) employees may apply for a job-sharing assignment in respect of a specific full-time position. The request shall not be unreasonably denied. In the absence of one (1) of the job-sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties and shall be paid on scale.
6. Employees hired to the district on a part-time contract basis shall, after one (1) year aggregate service, be considered an employee who has moved from full-time employment to a part-time position.
7. An employee who moves from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year's pension credit.

## **SECTION D - WORKING CONDITIONS**

**D.1:** Deliberately left blank. Removed by legislation.

**D.2:** Deliberately left blank. Removed by legislation.

### **D.3: ALTERNATE SCHOOL CALENDAR**

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
  
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

*Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.*

#### **D.4 PREPARATION TIME**

1. Effective September 1, 2006, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.
  
2. Effective September 1, 2007, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement
  
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

*Note: Refer also to Article D.23*

#### **D.5 MIDDLE SCHOOLS**

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.

2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

## **LOCAL PROVISIONS**

### **D.21: REGULAR WORK YEAR FOR EMPLOYEES**

1. The annual salary established for employees covered by this Agreement, shall be payable in respect of the employee's regular work year.
2. Pursuant to the Standard School Calendar established by legislation and regulation, the regular work year shall be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays, Sundays, Statutory Holidays, Winter Break and Spring Break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
3. There shall be no fewer than five (5) non-instructional days for professional development. Upon request from the Union, one (1) of the five (5) days shall be used for a district-wide professional day.
4. The Board shall provide two (2) afternoon non-instructional sessions to allow for Parent/Teacher Conferences and two (2) afternoon non-instructional sessions to allow for assessment/evaluation and/or the designing of educational programs.
5. Professional development at the school level will be developed collegially by Administration and school staff.
6. The last day of the school year will continue to be a day made available for necessary year-end administration. Students shall not be in session. It is not to be considered on the non-instructional days described in D.21.3 or D.21.4 above.
7. The first day of Winter Break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday, in which case schools shall reopen on the following Tuesday.
8. The first day of the Spring Break shall be the third Monday in March. Schools shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Wednesday, following the fourth Monday in March.
9. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

### **D.21A: REGULAR WORK YEAR FOR ADULT EDUCATION EMPLOYEES**

1. The annual salary based on category and experience provisions for adult education employees shall be payable based on the employee's hours of work during the work year.
2. An adult education employee shall be assigned hours of instruction based on course and program schedules

3. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
4. Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
5. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

#### **D.22: INSTRUCTIONAL TIME**

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and a half (27.5) hours per week for full-time secondary teachers.
2. The instructional time for part-time teachers shall be pro-rated.
3. In an elementary school, the duration of the school day shall not exceed six (6) hours inclusive of:
  - a. instructional time not to exceed five (5) hours inclusive of fifteen (15) minutes of recess;
  - b. a regular noon intermission.
4. In a secondary school, the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
  - a. instructional time not to exceed five (5) hours and thirty (30) minutes inclusive of homeroom and time for students to change classrooms;
  - b. a regular noon intermission.
5. Part-time assignment in secondary schools shall be scheduled in consecutive teaching blocks.
6. Articles D.22.1 to D.22.5, inclusive, will not apply to adult education teachers.

#### **D.23: PREPARATION TIME**

1. Full-time secondary teachers shall be entitled to 12.5% of total assigned time for purposes of preparation.
2. Full-time elementary teachers assigned to classroom instruction shall be entitled to 90 minutes of total assigned time for purposes of preparation.
3. Part-time teachers of no less than .5 FTE assigned time shall be pro-rated for purposes of preparation.
4. Articles D.23.1 to D.23.3, inclusive, will not apply to adult education teachers.

*Note: Refer also to Article D.4*

**D.24: SUPERVISION DUTIES**

1. No employee covered by this Agreement shall be required to perform supervision duties during the school's regularly scheduled lunch period.
2. The maximum supervision duty which may be required of any employee covered by this Agreement shall be fifteen (15) minutes per week where supervision duties at that school were normally and regularly assigned prior to the coming into effect of this Article (July 1, 1990).

**D.25: EXTRA-CURRICULAR ACTIVITIES**

1. Teachers recognize and support extra-curricular activities as an integral part of the life of the school.
2. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
3. The parties agree that the participation in extra-curricular activities is voluntary.
4. Extra-curricular activities shall not form any part of a job description, posting or evaluation of a teacher.
5. While involved in extra-curricular school or district activities, teachers are considered to be acting in the employ of the Board and as such, are eligible for coverage by the Board's insurance.

**D.26: STAFF MEETINGS**

1. Except for emergencies or extraordinary circumstances, schools will limit staff meetings to one (1) per month.
2. At least seven (7) days' notice of regular monthly staff meetings shall be given.
3. When possible, agenda items will be circulated seven (7) days before the meeting.
4. All staff members shall have the right to place items on the agenda.
5. Written minutes of staff meetings shall be kept and circulated to all staff members.
6. All staff meetings shall be held no earlier than one (1) hour before the commencement of school and no later than two (2) hours after the end of the instructional day, during the normal instructional week, but not normally during recess or lunch hour unless by mutual agreement.

7. Attendance at staff meetings held before the day after Labour Day and after the last school day in June shall not be mandatory.
8. When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise him/herself of the staff meeting agenda and the decisions made.

**D.27: HOME EDUCATION**

1. Educational services that may be required for home education students (as defined in School Act Division 4 (12 & 13), Regulation Section (3)), shall be provided by members of the bargaining unit.

**D.28: BEGINNING TEACHERS**

1. Beginning teachers shall be provided with specific teaching conditions to help them in their adjustment to teaching. The specific conditions shall include, but not be limited to a teaching assignment wherein:
  - i. the most demanding classes are not their responsibility, and
  - ii. the number of subject preparations are kept to a minimum.
2. The Board and Union shall jointly design mentoring and induction programs.

**D.29: STAFF ORIENTATION**

1. All employees new to the district shall receive no later than thirty (30) days after commencing duties, an orientation provided by the Board and the Union.
2. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the Collective Agreement.
3. The Board will provide release time for employees new to the district in support of their adjustment to the district.

**D.30: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:
  - a. Working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
  - b. Providing additional funding to the Employee and Family Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;



- c. Providing, upon request by the employee, available factual information to parents and students.

**D.31: HEALTH AND SAFETY COMMITTEE**

1. The Union and the Board agree that no employee should be required to work in an environment which is hazardous to health or which puts safety into question.
2. A District Health and Safety Committee shall be established by the Board.
3. The Committee shall have joint representation with equal numbers of Union and Board representatives.
4. The Committee shall:
  - a. be responsible in ensuring that the district is in compliance with all W.C.B. regulations;
  - b. promote safety;
  - c. consider recommendations and propose implementation where warranted.
5. Committee minutes shall be forwarded promptly to the Union and the Board.

**D.32: FIRST AID ATTENDANT**

1. The Board agrees to designate a first aid attendant for each school.
2. A designated first aid attendant shall hold or be in training for a recognized first aid certificate.
3. The Board shall reimburse employees for course fees associated with the completion of any recognized first aid certificate. This may include any resits necessary for successful completion of requirements.
4. All work sites with fifty (50) or more employees will have up to two (2) designated industrial first aid attendants. Secondary schools with less than fifty (50) employees will have one (1) designated industrial first aid attendant. These attendants shall be compensated in the amount of \$1020/year. *[Note B.1.2 for compensation increases]* This allowance shall be adjusted as follows:

Effective July 1, 2006	\$1045.50
Effective July 1, 2007	\$1071.64
Effective July 1, 2008	\$1098.43
Effective July 1, 2009	\$1125.89
Effective July 1, 2010	\$1148.41

5. All other work sites will have a designated attendant with minimum certification of Safety Oriented First Aid (S.O.F.A.). These attendants shall be compensated in the amount of \$255/year. *[Note B.1.2 for compensation increases]*. This allowance shall be adjusted as follows:

Effective July 1, 2006	\$261.38
Effective July 1, 2007	\$267.91
Effective July 1, 2008	\$274.61
Effective July 1, 2009	\$281.48
Effective July 1, 2010	\$287.11

**D.33: AVAILABILITY OF TEACHERS-ON-CALL**

1. When a teacher with instructional duties is absent from a school, the Board shall employ a teacher-on-call to replace that teacher upon being informed of such absence.
2. Except in an emergency, teachers, excluding teachers-on-call, shall not be required to:
  - a. perform the instructional duties of a teacher who is absent;
  - b. supervise the students of a teacher who is absent.

**D.34: SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and the Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:
  - a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting that is part of the appeal process where the appellant is present and shall have the right to representation by the Union; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

**D.35:** Intentionally Left Blank

**D.36:** Intentionally Left Blank

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## **SECTION E - PERSONNEL PRACTICES**

### **E.1 : NON-SEXIST ENVIRONMENT**

1. A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

### **E.2: HARASSMENT/SEXUAL HARASSMENT**

#### **1. General**

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **2. Definitions**

- a. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or
  - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
  
- b. The definition of "sexual harassment" shall include:
  - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## **3. Resolution Procedure**

- a. Step 1
  - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### **4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;

- ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was

reached. No other copies of the resolution shall be made.

- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **LOCAL PROVISIONS**

### **E.21: NON-RACIST ENVIRONMENT**

- 1. The Board and the Union do not condone and will not tolerate written or verbal expressions of racism.
- 2. A Human rights Committee, composed of equal numbers of Board and Union representatives shall:

- a. encourage the continuing review of all prospective learning materials for racial or any discriminatory bias;
- b. Investigate any written allegation that material is racist, offensive, or discriminatory and report the results of their investigation to the Superintendent and the President of the Union on race relations and employment equity.

#### **E.22: NO DISCRIMINATION**

1. The Board and the Union endorse the provisions of the Human Rights Act of British Columbia that address the issues of employment discrimination.
2. No applicant for a position nor any employee covered by this agreement shall be discriminated against on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, or whether he/she has children.
3. No employee shall suffer any form of discipline, harassment or discrimination by the Board or any of its representatives as a result of having filed a grievance or having taken part in any proceedings under the grievance procedure or because he/she is participating in the activities of the association, carrying out duties as representative of the association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

#### **E.23: APPOINTMENT OF TEACHERS**

1.
  - a. All teachers appointed to the teaching staff of the district shall be appointed on a continuing contract of employment except for teachers-on-call. Term teachers employed in the District will be converted retroactively to continuing appointment if they have accumulated an aggregate service of more than one year on term contract.
  - b. Continuing teachers in their first year of employment with the Board shall be evaluated according to the procedure outlined in the Letter of Understanding H.2 (Evaluation of Teachers in their First Year of Employment with the Board) attached to the Collective Agreement.
  - c. A long-term teacher-on-call shall be converted to a continuing contract after eighty (80) teaching days in one assignment.

#### **E.23A: APPOINTMENT OF ADULT EDUCATION TEACHERS**

1. Commencing September 1, 1998, all adult education teachers shall be appointed on term contracts.
2. An adult education teacher who is reappointed after September 1, 1998 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE equivalent of the course or program.



3. Notwithstanding Article E.23A.2 the Board may maintain the maximum continuing appointments in adult education at or below 80% of the FTE positions in adult education programs. No adult education teacher shall lose his or her continuing appointment by virtue of this provision.

#### **E.24: OFFER OF APPOINTMENT TO THE DISTRICT**

1. All prospective teachers will be advised that offers of appointment shall be made verbally by the Superintendent or his/her designate. Such offers shall be binding.
2. Following a verbal offer of appointment to the district, the Board shall confirm such an offer in writing or by FAX or email within two (2) business days.
3. Upon receipt of an offer, the teacher shall have up to two (2) business days in which to respond.

#### **E.25: POSITIONS AND ASSIGNMENT**

1. School staffs are encouraged to establish a collegial process for determining the timetable and staff assignments for the next school year. Prior to May 31, the staff committee will meet with the Principal of the school to discuss and review the timetable and staff assignments for the next school year.
2. Assignment within the school shall be based on consideration of the following factors: seniority, qualifications, training, experience, and personal preference of the teacher, and shall not be used for disciplinary purposes.
3.
  - a. When filling vacant positions in a school, continuing teachers currently on that staff who are qualified as per Article B.25 (Definition of Qualifications) and who hold necessary qualifications which are valid, shall be offered internal reassignments prior to the position being posted. Time allotted to the process of internal reassignment shall not exceed ten (10) school days.
  - b. Where a change in staffing allocation would result in a change to a teacher's assignment, that teacher shall be offered part-time or full-time internal reassignment, provided the teacher is qualified.
4. A teacher who is not satisfied with a proposed assignment may appeal his/her assignment to the Principal. If this does not resolve the matter, he/she may direct the concern to the Staff Committee. The Committee may, after hearing the Principal, teacher and other teachers directly affected by any proposed alternative assignment, recommend to the Principal that the teacher's assignment be changed.

#### **E.25A: POSITIONS AND ASSIGNMENTS IN ADULT EDUCATION PROGRAMS**

1. Adult education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.

2. The Board may reassign adult education teachers as required in order to fulfill the contractual obligations of the continuing appointment.
3. The Board shall designate a minimum of 60% of the adult education courses or programs as continuing (core) courses or programs.
4. The designation process referred to in E.25A.3 shall occur prior to each course offering to the public.
5. The continuing (core) courses or programs shall first be filled by teachers with continuing appointments.
6. Any vacancies that remain after assignments to continuing appointment teachers are completed shall be offered, based on seniority and qualifications, to part-time continuing appointment teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.
7. Notwithstanding Article E.23A.3, when a course or program is offered and accepted pursuant to the terms of E.25A.5 the adult education teachers' continuing appointment shall be increased accordingly.
8. The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis or overflow courses and shall be referred to as term courses or programs.

#### **E.26: POSTING VACANT POSITIONS**

1. "Vacancy" means a newly created position, a position created by an internal reassignment as per Article E.25 (Positions and Assignment) or an existing position vacated by the incumbent. For adult education programs "vacancy" means a course or program designated as continuing (core) to which no teacher has been assigned.
2. As soon as they become known, all vacancies of forty (40) school days' duration or longer shall be posted for a period of seven (7) calendar days. Copies of all postings shall be sent to the Union President and the school Principal.
- 2A. The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
3. The Board shall maintain a Job-Line where applicants can access information on all posted positions.
4. All job postings shall include:
  - a. description of position to be filled;
  - b. type of appointment and assignment;
  - c. pertinent dates;

- d. necessary qualifications which are valid.
5. Advertisements and application forms shall not include reference to extra-curricular activities and programs.

**E.27: FILLING VACANT POSITIONS**

- 1.
  - a. In filling a vacant position, Board Personnel will review the applications of all continuing teachers. The applicant with the greatest seniority who possesses the qualifications as stated in the job posting and as outlined in Article C.25 (Definition of Qualifications), will be offered the position.
  - b. If no qualified continuing teacher has applied, qualified applicants who are on the current teacher-on-call list will be given consideration before other applicants.
  - c. No position will be advertised outside the district until all internal applicants have been considered.
- 2. In filling any vacant position, qualifications shall be those as stated in the job posting and as outlined in Article C.25 (Definition of Qualifications).
- 3. If a new or existing position becomes vacant after September 1, and the successful candidate is currently assigned to another position in the district, the transfer shall be effected at a mutually agreeable time.
- 4. Vacancies in positions of special responsibility as per Article E.29 ((Positions of Special Responsibility), shall be filled by competition. For any position of special responsibility at the district level, the Union shall have the right to have representation on the selection committee.
- 5. Names of successful candidates will be published.
- 6. Articles E.27.1 to E.27.5 shall apply to adult education courses or programs designated as continuing (core) course or programs.

**E.27A: FILLING TERM ADULT EDUCATION COURSE OR PROGRAMS**

- 1. The successful applicant shall be offered a term contract for the duration of the course or program.
- 2. Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.
- 3. When a course or program assigned to an adult education teacher on a continuing contract is cancelled or combined, the adult education teacher may be assigned to a term course or program.

## **E.28: TRANSFERS**

1. When a department or part of the staff within a school is declared to have a surplus of teachers, seniority in the District and assignment in the school will be the basic criteria for transferring a teacher. This does not preclude a more senior teacher volunteering to transfer and he/she will be entitled to all the rights of this Article.
2. The Principal will consult with the appropriate staff member(s) with respect to the declared surplus prior to any announcement to the school staff.
3. It is recognized that should extenuating circumstances occur where the application of the criterion of seniority is not appropriate to accommodate the reduction or transfers of staff, an educationally sound rationale shall be provided, in writing, for the decision reached.
4. Any employee who has been transferred without agreement shall not be subject to a further transfer without agreement for two (2) continuous school years.
5. When a teacher is transferred after the school year has commenced, the school district will provide assistance so that:
  - a. the teacher's own materials are moved to the new classroom;
  - b. the teacher is given time to gather materials from the classroom to be vacated;
  - c. the teacher is given time to reorganize for the new classroom assignment.
6. The Board may transfer a teacher to a significantly different grade level or subject area only if:
  - a. there remain no vacancies in the teacher's existing grade level or subject area for which he/she has the necessary qualifications, and the teacher has the least district-wide seniority, as per Article C.22 (Definition of Seniority), amongst teachers in his/her existing grade level or subject area; and
  - b. the Board will provide support for the teacher in his/her new assignment.
7. Teachers transferred as a result of reduced staff allocation to a school shall have the first priority in retaining their present position if the allocation is increased to the previous level prior to the end of the first week of school.
8. Teacher-initiated transfers are effected through the posting process, except as agreed to by the Union.
9. Teachers on continuing appointments may submit an application to exchange positions for a one-year period, provided each is qualified for the other position. Should any request be denied, reasons will be given in writing if so requested by the applicants. Upon approval, this exchange can be renewed for one (1) additional year. During the period of exchange, a teacher may not transfer to another position.

### **E.29: POSITIONS OF SPECIAL RESPONSIBILITY**

1. The Board, in consultation and agreement with the Union, will draw up job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Department Heads, Helping Teachers and Teachers in Charge. These descriptions shall be recognized as the job descriptions for such positions.
2. The Board, in consultation with the Union, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Union.

### **E.30: NEW POSITIONS**

1. Where a new position is created or a district secondment is considered, any allowance for the position shall be subject to negotiations between the Board and the Union. An interim rate may be established by the Board. Any dispute as to the allowance shall be referred to Step 2 of the Grievance Procedure (Article A.6).
2. School-based personnel seconded to district staff shall continue to receive remuneration consistent with the position from which he/she was seconded; but, in no case shall the remuneration at the seconded position be less than the individual's placement on the salary scale plus an allowance equivalent to a Coordinator (Article B.31 Allowances).

### **E.31: PERSONNEL FILES**

1. There shall be only one (1) district personnel file for each employee covered by this Agreement, maintained at district offices. Any file relating to an employee, kept at a school, shall be destroyed when the employee leaves that school.
2. After receiving a request from an employee, the Superintendent and/or designate, in respect of the district file, or the administrator of the school, in respect of any school file, shall grant access to that employee's file at a mutually convenient time.
3. An appropriate school board official shall be present when an employee reviews his/her file, and the employee shall have the right to be accompanied by a Union representative.
4. The school board agrees that only factual or material relevant to the employment of the employee shall be maintained in personnel files.
5. Where material critical of the teacher, or in the nature of a reprimand is placed in the file:
  - a. the teacher shall be so informed and
  - b. the teacher may elect to attach an addendum to the material.
6. Upon written request, material critical of the employee (other than evaluation reports) or in the nature of a reprimand, may be removed after two (2) years provided that no material of a similar nature has been filed subsequent to the initial filing. This request shall not be unreasonably denied. If the appropriate Board Official does not agree to the

removal of the specified material, the Union may file a grievance pursuant to Article A.6 (Grievance Procedure) of this agreement.

7. District personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to other than appropriate administrative officials of the school district.

### **E.32: EVALUATION PROCESS**

1. Prior to the first formal visit, the evaluator and the teacher shall discuss and confirm the process of evaluation and the criteria by which the teacher's effectiveness is to be evaluated. If a teacher disagrees with the process or criteria, the teacher may, without prejudice, indicate his/her objections in writing to the Principal with a copy to the Superintendent and to the Union.
  - a. The criteria of effectiveness shall relate to teaching and learning situations which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
  - b. The teacher and the evaluator shall agree on the time span of the process and on a time table for observations and conferences.
  - c. In the case of a teacher new to Delta, the process of evaluation shall not, without the agreement of the Union, begin earlier than eight (8) weeks after the assignment commences.
  - d. Only assigned activities shall be evaluated.
  - e. The evaluation will be based on sufficient observations which reflect the teacher's assignment and the general work of the teacher in that school.
  - f. In the case of an adult education teacher, the evaluator may consider the results of student surveys of the adult education program and its delivery routinely conducted to assist in determining the effectiveness of programs which have been returned by at least 60% of the teacher's current students. The student surveys and results the evaluator intends to consider shall be given to the teacher as part of the criteria and process to be provided to the teacher under Article E.32.1
2. As soon as practical after formal classroom observation(s), the evaluator will discuss his/her observations with the teacher.
  - a. Any concerns shall be reviewed prior to the next formal classroom observation.
  - b. Specific suggestions for improvement shall be in writing.
  - c. Any weaknesses which are overcome prior to the writing of the final report shall not be reflected therein.
3. Any report made on a teacher shall be in writing.
  - a. The content of a teaching report shall be a specific, objective description of a teaching performance and judgments made shall be adequately substantiated.
  - b. The teacher shall receive a draft of the teaching report at least one (1) week before the report is filed.
  - c. The parties should make every effort to establish agreement on the accuracy of the draft and attempt to reconcile any differences of opinion.
  - d. Provision shall be made for a teacher to countersign the report before it is filed.

- e. A copy of the report shall be given to the teacher at the time the report is filed.
  - f. The teacher shall have the right to submit to the evaluator a written commentary on the report to be filed with all copies of the report.
4. If there is reason to believe that there is bias on the part of the evaluator, a new evaluator, acceptable to the teacher, shall be appointed.
5. Criteria for Evaluating Teachers  
In general, written reports may include the following categories:
- a. Introductory Comments
  - b. Planning
  - c. Instruction
  - d. Assessment and Evaluation of Student Progress
  - e. Classroom Management, Discipline and Climate
  - f. Professional Development
  - g. Contributions to the School and District
  - h. Staff, Student and Parent/Community Relations
  - i. Conclusion
6. Plan of Assistance
- a. When a report states that the learning situation is less than satisfactory, the teacher shall have the opportunity to participate in a plan of assistance.
  - b. The evaluator shall take the initiative to develop a plan of assistance in conjunction with the teacher, the employer and the local association.
  - c. The plan shall include a statement of weaknesses to be overcome, recommendations for improvement, a sequential process for overcoming identified weaknesses, an adequate time line, and the identification of necessary resources and professional support.
  - d. The plan should be developed and made available to the teacher within one (1) month of the filing of the report.
7. Evaluation Schedule  
The evaluation schedule for continuing teachers shall be as follows:
- a. For teachers on a continuing appointment in their first year of employment pursuant to the Letter of Understanding H.2 (Evaluation of Teachers in their First Year of Employment with the Board) appended to this agreement; then in their fifth year and thereafter every tenth year;
  - b. Teacher initiated;
  - c. Evaluator initiated where there are concerns;
  - d. Evaluator initiated with the agreement of the teacher.
8. The requirement for a teacher's evaluation may be waived by the Board where agreement exists between the teacher and supervisor which is approved by the Superintendent.

### **E.33: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss a continuing teacher on the basis of less than satisfactory performance of duties except where the Board has received three (3) consecutive reports indicating that performance is less than satisfactory pursuant to Article E.32 (Evaluation Process).
2. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months. Such period not to include the time during which the teacher is participating in a Plan of Assistance. This Plan may include a mutually-agreed upon transfer of a leave of absence for professional development, pursuant to Article E.32 (Evaluation Process).
3. Two (2) reports shall be written by the Principal of the school to which the teacher is assigned. A third report shall be written independently by a Superintendent, an Assistant Superintendent, a Director or District Principal. The results of all reports shall be based solely on the evaluator's own observations.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to the end of the school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and representative of the Union to meet with the Superintendent and the Board within fourteen (14) days of such notice.
5. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

### **E.34: TEACHERS-ON-CALL ON THE ON-CALL LIST**

1. The Board shall maintain a list of certificated and qualified employees who have been employed by the Board to work as on-call employees. This list shall be called the "Teacher-on-Call List" and shall be referred to as the "List". The Board shall forward a copy of the list to the Union, initially in the month of September, and then quarterly, with additions and deletions forwarded monthly or as requested by the Union.
2. The Board shall not remove a person from the list of Teachers-on-Call save for just and reasonable cause, subject to Article A.6 (Grievance Procedure).
3. Call Out Practice  
The Board agrees that it will maintain a central call-out system. Every attempt will be made to place teachers-on-call according to the request of the teacher who is absent.



Following this, every attempt will be made to ensure that all teachers-on-call receive equal call-out privileges.

4. Bi-Weekly Pay Periods

Teachers-on-call shall receive pay based on a bi-weekly payroll system.

5. Call-Out Duties

- a. When for any reason an employee with instructional duties is absent from a school, the Board shall employ a teacher-on-call to replace that employee. A teacher-on-call shall be required to assume only the duties of the employee he/she is replacing.
- b. The teacher-on-call shall be informed of the duties required at the time of the call out.
- c. The teacher-on-call may be required to perform the duties of more than one employee provided that he/she is informed of such duties at the time of call out.
- d. A teacher-on-call reporting to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wages.
- e. A teacher-on-call reporting to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid a half-day's wages.
- f. No assignment shall be for less than one half of a day.

6. Continuous Short-Term Assignment (6 - 20 days)

A teacher-on-call's assignment shall not be considered broken by:

- a. A non-instructional day;
- b. A strike or lockout;
- c. Absence for one (1) day due to illness or accident;
- d. The regular teacher returning for one (1) day.

7. Long-Term Teachers-on-Call (21 days or more)

- a. Long-term teacher-on-call employees shall be defined as having worked over twenty (20) consecutive teaching days in one (1) assignment.
- b. A long-term teacher-on-call employee is entitled to benefits and experience recognition pursuant to this agreement.
- c. A long-term teacher-on-call employee's service shall not be considered broken by:
  - i) A non-instructional day;
  - ii) A strike or lock-out;
  - iii) Absence due to illness or accident;
  - iv) The regular teacher returning for one (1) or two (2) days.
- d. Long-term teacher-on-call employees shall accumulate sick leave at the same rate as regular employees.
- e. Long-term teacher-on-call employees will be paid for participating in non-instructional days occurring during the assignment.
- f. A long-term teacher-on-call shall be converted to a continuing contract after eighty (80) teaching days in one (1) assignment.

## **SECTION F – PROFESSIONAL RIGHTS**

### **LOCAL PROVISIONS**

#### **F.21: PROFESSIONAL AUTONOMY**

1. Teachers shall, consistent with the requirements of the prescribed and authorized curriculum and district program expectations, have individual professional autonomy in determining the methods of instruction, and the planning and presentations of course materials in the classes of pupils to which they are assigned.

#### **F.22: EDUCATIONAL CHANGE**

1.
  - a. An ongoing Joint Educational Change Committee shall be established to provide advice on the planning for and implementation of educational change in the district based on the principles outlined in F.22.2. The membership of the committee shall be composed of equal numbers appointed by the Board and Union.
  - b. The Board shall provide sufficient release time for members of the Joint Educational Change Committee to meet and conduct its business.
  - c. Committees formed to deal with the implementation of specific education changes shall report as necessary to the Joint Educational Change Committee.
2. The Board and the Union agree that the teacher is the key agent in the process of educational change. Conditions for effective and lasting change include, but are not limited to:
  - a. the teacher's role in educational change;
  - b. classrooms and schools as centres for change;
  - c. consideration to the precursors for change -- present practice, the value of the new practice, clarity of proposed outcomes;
  - d. appropriate resources;
  - e. time;
  - f. teacher determination of appropriate methodology;
  - g. professional development support including the opportunity for retraining;
  - h. responding to research of best practice and the notion of pilot testing new innovations;

- i. planning that considers and makes explicit outcome indicators for successful change.

The implementation shall acknowledge the uniqueness of communities, school districts, and schools and the diverse needs and expectations of parents and students. The process shall be flexible enough to accommodate these differences.

### **F.23: PROFESSIONAL DEVELOPMENT**

1. The Board and the Union agree on the importance of fostering the professional development of individuals and school-based professional development leadership. Each school staff shall elect a Professional Development contact person.
2. The Board shall provide a fund for the purpose of promoting the professional development of the teaching staff of the school district. The funding formula shall be the number of F.T.E. teachers as at October 31 each year, plus the number of teachers on the official teacher-on-call list as at October 31 each year, multiplied by 50% of the daily teacher-on-call rate of pay.
3. Any funds not used in a given year shall be carried forward and added to the following year's in-service funds.
4. The professional development fund will not be required to finance educational change or curriculum implementation in the district.
5. Teachers-on-call shall have access to the professional development fund on the same basis as other employees in the district.
6. The professional development fund shall be administered by the Union's Professional Development Committee.
7. Professional development at the school level will be developed collegially by Administration and school staff.
8. The Union shall submit an annual report to the Board accounting for the disposition of the funds.

## **SECTION G - LEAVES OF ABSENCE**

### **G.1: PORTABILITY OF SICK LEAVE**

1. Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)*

### **G.2: COMPASSIONATE CARE LEAVE**

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

- iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 4. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 5. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 6. Seniority shall continue to accrue during the period of the compassionate care leave.
- 7. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

*Note: The definition of "family member" in clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.*

*Note: Refer also to Article G.22*

## **LOCAL PROVISIONS**

### **G.21: SICK LEAVE**

- 1. Sick leave allowance shall be credited to an employee on the basis of one and one-half (1 1/2) days for each month of full-time active service to the Board, (15 days per school year). A month of active service shall be defined as ten (10) teaching days or 50% of the

teaching days in the month, whichever is less. Employees working less than full-time shall receive a pro-rated sick leave allowance.

2. Any day (or part thereof) during which the employee has been absent with pay while ill, disabled, quarantined or because of an accident (for which compensation is not payable under the Workers' Compensation Act) shall be charged against any sick leave accumulated by the employee.
3. In each year no fewer than fifteen (15) days of sick leave shall be available to each employee at the beginning of the school year. Employees commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
4. In their first year in the district, new teachers shall, in addition to their annual sick leave entitlement, be eligible to draw up to ten (10) additional sick days from a district fund.
5. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, he/she shall not receive sick leave allowance for the period of such absence but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff.
6. In any one year when an employee has not used his or her sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for his or her future use.
7. When an employee has resigned and returns to a continuing position, then the employee's previous accumulated sick leave allowance shall be reinstated.
8. A maximum of one hundred and twenty (120) sick leave days may be used in any school year.
9. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each employee annually of the amount of his or her accumulated sick leave allowance. Employees shall be advised on the amount of his or her sick leave allowance upon request.
10. An employee may, at his/her own expense, be required to produce a certificate or signed form from a duly qualified medical practitioner for any illness certifying that the employee is unable to carry out his/her duties due to such illness, together with the anticipated date of return.
11. When an employee's assigned time must be reduced based on medical reasons substantiated by a medical certificate, the board shall grant sick leave, as per Article G.21.1, for the portion of time not worked.

## **G.22: COMPASSIONATE/BEREAVEMENT LEAVE**

1. In the event that an employee suffers bereavement or serious illness in his/her immediate family, in which recovery is in doubt, he/she shall be granted a leave of absence by the Board for up to a total of five (5) teaching days, for such immediate family member and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where leave is granted for serious illness and if death occurs within five (5) days, the bereavement leave shall be deemed to have begun on the day of the death. For the purpose of this Article, immediate family is defined as spouse, child, son or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward, or any dependent relative living in the same household.
2. Upon application, a leave of five (5) days in excess of the five (5) days approved in G.22.1 above may be granted with pay, without pay, or at teacher-on-call cost.
3. Upon application, leave may be granted with pay, without pay, or at teacher-on-call cost to attend the funeral of a friend or relative who is not a member of the immediate family.
4. Approval of leave under this Article shall not be unreasonably denied.

*Note: Refer also to Article G.2*

## **G.23: JURY DUTY**

1. Where a teacher is required by due process of law to attend a court when school is in session for the purpose of jury selection or to serve as a member of a jury, he/she shall be granted the necessary leave and suffer no loss in salary or accrued sick leave by reason of such absence provided that he/she directs any payments received for such attendance, for days school is in session, to School District #37 (Delta).
2. Legal Proceedings  
Where an employee is required to attend a Canadian Court of Law by reason of subpoena, the employee shall suffer no loss of salary.
3. Private Matters  
The Board may grant a leave of absence for an employee to attend a Canadian Court of Law and the employee shall continue to receive full salary. The employee shall be responsible for the equivalent of full costs of the teacher-on-call for the period of leave.

## **G.24: PERSONAL LEAVE DAY**

1. Except for adult education teachers, upon application, teachers shall be granted one (1) personal leave day, at teacher-on-call cost.
2. Such leave shall not be attached to the Spring Break or Christmas Break.

3. These days are non-cumulative.

**G.25: DISCRETIONARY DAY**

1. Except for adult education teachers, teachers shall be granted one (1) discretionary leave day each school year with pay. These days are non-cumulative.

**G.26: MATERNITY LEAVE AND S.U.B. PLAN AND PARENTHOOD LEAVE**

1. Short Term Maternity Leave - Part 6 of the Employment Standards Act is guaranteed and applies.
  - a. Supplemental Unemployment Benefits on Maternity Leave
    - i) When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of her current salary for the first two (2) weeks of leave--if the teacher is eligible to receive E.I. benefits, the difference between 50% of her current salary and the amount of the E.I. Maternity benefits received by the teacher for a further fifteen (15) weeks.
    - ii) The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payments.
  - b. Use of Sick Leave
    - i) A terminated pregnancy shall be treated as sick leave.
    - ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating she is unable to return to duty because of ill health, she shall qualify for her sick leave provisions.
2. Short Term Parental Leave (inclusive of adoption) - Part 7 of the Employment Standards Act is guaranteed and applies.
3. Parenthood Leave - provided for parenthood purposes under circumstances (a) and (b), and (c) as follows:



- a. Maternity-Related Parenthood Leave
- i) Available as an alternative to Maternity Leave. Leave under this section is in addition to Maternity and Parental Leave.
  - ii) The length of this Parenthood Leave shall be from five (5) months to sixteen (16) months depending on individual circumstances, and coinciding with Article C.26.3a iv) below. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
  - iii) Unless otherwise approved by the Board, the date of leaving shall coincide with December 31, September 1, the end of a semester or quarter, or Spring Break.
  - iv) The date of return shall be September 1.
- v) During the first twenty-four (24) weeks of maternity-related parenthood leave, the following provisions shall apply:
- Any pension, medical or other plan beneficial to the employee shall continue, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
- a) the employer pays the total cost of this plan;
  - b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.
- b. Non-Maternity Related Parenthood Leave
- i) The length of this leave shall be ten (10) months. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
  - ii) Unless otherwise approved by the Board, the date of leaving shall be September 1.
  - iii) The date of return shall be September 1.
- c. Other Governing Clauses
- i) Applications for leave must be submitted to the Board six (6) weeks prior to the effective date of leave.
  - ii) Leave is granted on the understanding that the teacher will be returning. Teachers on leave shall re-affirm in writing no later than March 15 their intention to return. If notification is not received on or before this date, the right to return to staff is forfeited.
  - iii) If an application for early return to duty is received by the Board, the request for return shall be granted when a suitable position is open.
  - iv) Benefits may be continued, subject to the restrictions of the various carriers, while on parenthood leave, by arranging to pay total premium costs to the Board in advance for five (5) month periods.

- v) Seniority in the District will accumulate while on parenthood leave. The length of parenthood leave will be limited to a maximum of ten (10) teaching months, or whatever lesser period to coincide with the September 1 return, if seniority in the District is one (1) year or less.

**G.27: PATERNITY LEAVE**

- 1. Teachers shall be entitled to one (1) day of paternity leave with pay, to be arranged to be taken within fifteen (15) consecutive teaching days of the birth of the child.

**G.28: ADOPTION LEAVE**

- 1. Teachers shall be entitled to one (1) day adoption leave with pay, to be taken on the day of receiving the child. If required, an additional one (1) day with pay shall be granted if the receiving is to take place outside the Lower Mainland. If both prospective parents are employed by the Board, both parents shall be granted leave if both are required to attend by the Agency.
- 2. Further adoption leave may be granted as follows:
  - a. application for such leave must be submitted fourteen (14) calendar days prior to the effective date of the leave; such period may be reduced by mutual agreement;
  - b. leaves taken for less than twenty-four (24) weeks shall terminate December 31, September 1, the end of the semester or quarter, or Spring Break;
  - c. leaves granted for between twenty-four (24) weeks to sixteen (16) months shall terminate September 1;
  - d. benefit provisions shall be as stated in Article C.26.3 a) v);
  - e. the employee shall notify his/her principal at least one (1) month prior to the intended date of return to work..

**G.29: EDUCATIONAL LEAVE**

- 1. The Board agrees to grant Educational Leave for the purpose of study or research. Application shall be made to the Board before March 31 of the year in which leave is to be taken.
- 2. A Selection Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union shall be responsible for recommending teachers for Educational Leave, and shall be governed by the following conditions:
  - a. Where more than two (2) proposals are received, a minimum of two (2) teachers shall be granted Educational Leave each year;
  - b. Each teacher shall be paid 60% of his/her salary for the applicable year;
  - c. Educational Leave shall normally commence in September and be for one (1) year. A lesser duration such as a semester, or quarter, may be considered;
  - d. The teacher shall give an understanding to return to the service of the Board for a minimum period of two (2) years immediately following the Educational Leave. Upon failing to do so, the teacher shall refund on demand the amount paid by the

- Board during the Educational Leave, pro-rated according to the period of time worked since the return from leave;
- e. During the period of Educational Leave, the Board shall continue its contribution to applicable benefits;
- f. The period of Educational Leave shall be taken into account for the purpose of granting increments;
- g. The candidates for Educational Leave shall have been employed continuously by the Board for five (5) years prior to being granted Educational Leave;

The following shall be regarded as employed time for the purpose of this Article:

- i) maternity and/or parental leave pursuant to the Employment Standards Act;
- ii) service as D.T.A. President;
- iii) service with the B.C.T.F.;
- iv) service with the Department of National Defense;
- v) exchange teaching;
- vi) secondment
- h. Educational Leave shall not be granted to the same teacher more than once in any ten (10) year period;
- i. The Selection Committee, in making their selections, will take into account the benefit of the study of research to the School District;
- j. Teachers who have applied for Educational Leave will be advised of the Selection Committee's decision before April 30.

**G.30: DEFERRED SALARY LEAVE PLAN**

- 1. A Deferred Salary Leave Plan shall be implemented as agreed upon in Section J - Appendices (J.1). Appropriate forms must be submitted by March 31 each year in order to be effective for the next school year.

**G.31: DEFERRED SALARY RETIREMENT PLAN**

- 1. No further contributions shall be permitted to the Deferred Salary Retirement Plan after June 30, 1987. Contributors shall be entitled to maintain and/or withdraw their funds in the Plan according to the provisions of the Schedules and Auxiliary Agreement.

**G.32: UNION LEAVE**

- 1. The D.T.A. President shall be granted leave of absence from his/her duties for the school year. The Board will continue to pay the President his/her salary and to provide benefits as specified in this Agreement. The Union will reimburse the Board for such costs upon receipt of a monthly statement. The employer's share of the pension contribution for the D.T.A. President shall be remitted at no cost to the union.
- 2. The Board will, on the formal written request of the union, grant leave to other executive members of the union on a regular part-time basis or on a full-time basis for all or part of

the school year. Wherever practical, any such leave will be for a term which coincides with a natural school break.

3. Such leave shall be counted as years of experience for purposes of salary, seniority, sick leave and pensions.
4. The employee returning to his/her duties shall be assigned to the position held prior to the release or, with the agreement of the union, to another comparable position.
5. In the event the President is unable to fulfill the presidential duties, the Board shall provide a substitute employee to permit another Union member to assume the duties of the President. Provisions of this Article shall also apply to such substitution.
6. Subject to two (2) weeks' written notice where possible, leave of absence at teacher-on-call costs and without loss of seniority shall be granted to:
  - a. an elected or appointed representative of the Union to attend to business of the Union or B.C.T.F. and bodies with which the Union is affiliated;
  - b. employees required to appear as witnesses before an Arbitration Board of the Labour Relations Board.
7. The Union shall provide the Board with a list of its elected officers, staff representatives and any other official representative. This list shall be kept current by the Union.
8. Where employee representatives are requested by the Board to meet on Union/Management matters, they shall suffer no loss of pay for time so spent.
9. Where an employee is seconded or elected to a position with the B.C.T.F. or to an institution, organization or government Ministry involved with education, he/she shall, upon prior written request, be granted leave of absence without pay for up to one school year. Where such leave is for a specified term or appointment, not exceeding four (4) years, the leave shall be for the length of the fixed term or appointment. The provisions of the seniority and experience recognition articles shall govern all such leaves.

### **G.33: CONTRACT NEGOTIATION LEAVE**

1. The Board agrees to release, with pay and benefits, the D.T.A.'s Chief Negotiator for the purpose of meeting with the school board to negotiate a contract settlement.
2. The Board further agrees to release, with pay and benefits, up to four (4) designated employees to negotiate a contract settlement. Costs of teachers-on-call for designated employees shall be jointly shared by the Union and the Board.

### **G.34: LEAVE FOR ELECTED OFFICIALS**

1. For the purposes of campaigning for an elective office or appointment to a public office, the following conditions pertain:
  - a. Up to four (4) weeks leave shall be granted to an employee at teacher-on-call costs for the purpose of campaigning. In the case of a federal election, the leave granted under this clause shall be for the time from the dropping of the Writ to and including Election Day;
  - b. If an employee is elected or appointed to a public office, up to ten (10) days annually may be granted by the Board on the basis of teacher-on-call costs being assumed by the employee;
  - c. If the office is one that requires a full-time commitment, leave of absence without pay will be granted for the term of the office to which he/she has been elected. Upon termination of the office, he/she will be returned to a position similar to the one left to coincide with the conclusion of the temporary replacement or sooner if a vacancy occurs.

### **G.35: OTHER LEAVES**

1. The Board and the Union recognize the need to grant leaves which benefit both the school system and the teaching community, or in emergent situations.
2. In granting leaves under this Article, the Board will be assured that continuity in the instructional program is maintained and that the educational process is not unduly disrupted by the granting of such leave to employees covered by this Agreement.
3. If a leave is requested for one (1) school year or longer in duration, the written request to the Board shall normally be made by March 31 of the year preceding the school year in which the leave is to commence.
4. If a leave is requested for less than one (1) school year, the written request to the Board shall normally be made prior to the proposed commencement of the leave.

### **G.36: LEAVE FOR COMPETITIONS**

1. Upon application, leave may be granted at teacher-on-call cost to enable participation in a recognized official provincial, national or international competition. Such leave may be granted for participation as a judge, coach, or competitor, including, but not limited to competitions in athletics, science and fine arts. Such leave shall not be unreasonably denied.

## **SECTION H – DISTRICT 37 LETTERS OF UNDERSTANDING**

### **H.1: THE EARLY RETIREMENT INCENTIVE PLAN**

Employees may retire and receive benefits of the Early Retirement Incentive Plan at Christmas Break, Semester Break, Spring Break, or at the end of the school year. Early Retirement Incentive Plan applications must be submitted six (6) weeks prior to the time of intended retirement. Within one (1) week, applicants will be notified of receipt of the application by the Board. Within one (1) week of receipt of notification, applicants must submit a letter of resignation specifying their date of retirement. If it is not possible to honour all applications for the ERIP, a joint Union/Board committee will develop criteria for candidate selection.

#### 1. Non-Monetary Issues

It is recognized that work gives many long-term employees their sense of identity, status and self esteem. It provides major social contacts and also structures their use of time. As a result, assurance of assistance with psychological "bridging" is a valid early retirement incentive. Therefore, employees shall be:

- a. offered information which would assist them in preparing for retirement;
- b. encouraged to explore the options of job sharing, leave without pay, part-time teaching, phase-out etc. as provided in the Collective Agreement or Government Plans as they plan their transition to retirement.

#### 2. Monetary Issues

The Board will pay an allowance to teachers who resign from the School District and are eligible to retire under the Teachers' Pension Plan before reaching age sixty-five (65), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over;
- b. be on the maximum step of the salary scale;
- c. retire;
- d. have a minimum of ten (10) years aggregate service with the Delta School District.

The allowance will be paid in one (1) instalment and will be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

AGE IN MONTH OF RETIREMENT	PERCENTAGE OF ANNUAL SALARY
64	20%
63	20%
62	20%
61	30%
60	30%
59	40%
58	40%
57	50%
56	50%
55	50%

Part time teachers will receive the allowance pro-rated to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.

The retirement allowance may be subject to alternative tax treatments. Therefore, employees are encouraged to obtain information on alternative tax treatments.

For the school year 1992/93 the allowance shall be paid September 30, 1993.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS' ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee Chairperson

SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson, Board of School Trustees

Ron Eeles, Chief Negotiator Chairperson

## **H.2: EVALUATION OF TEACHERS IN THEIR FIRST YEAR OF EMPLOYMENT WITH THE BOARD**

1. Teachers in their first year of employment with the Board shall be evaluated according to Article E.10 (Evaluation Process).
2. In the event that the teacher receives a less than satisfactory report, the following process shall be implemented:
  - a. Within two (2) weeks, the Principal shall meet with the Board, the Union and the teacher to develop an individualized course of action to assist the teacher in addressing the areas identified in the report as requiring improvement.
  - b. The course of action shall include a Plan of Assistance. If the teacher requests, it will also include a different evaluator for the second report and a change of position if a suitable position is available, or a leave-of-absence without pay.
  - c. The second evaluation shall consider only those areas identified in the first report as requiring improvement. It shall commence no earlier than ten (10) teaching weeks after implementation of the Plan of Assistance and be completed within four (4) weeks.
3. If the second report is satisfactory, the two (2) reports together shall comprise the teacher's record and the teacher shall be considered to have received a satisfactory report.
4. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of duties except where the teacher has received two (2) consecutive reports indicating less than satisfactory performance.
5. If the Board intends to dismiss an employee on the basis of two (2) less than satisfactory reports, it shall, no later than six (6) weeks prior to the end of the school term, notify the teacher and the President of the Union of such intention. Within fourteen (14) days of such notice, the teacher and a representative of the Union shall, upon request, meet with the Superintendent and the Board.
6. Notice of dismissal shall be issued at least one (1) month prior to the end of a school term.

### DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF  
THE BOARD OF SCHOOL  
TRUSTEES, DELTA

Sheelah J. Grasswick, Chairperson,

Ron Eeles, Chief Negotiator



### **H.3: REGULAR WORK YEAR FOR TEACHERS**

The parties agree that should existing, new or amended legislation and/or regulations, including Minister's Orders, in respect of the school calendar/year appear to either party to conflict with the provisions of the Collective Agreement signed for the subsequent period, they shall meet forthwith pursuant to the provision of Article A.8 (Legislative Change) to effect such changes as may be required. In any case, the number of instructional days and hours shall be the minimum number prescribed by the Ministry of Education.

Nothing in the above shall restrict the inclusion of variations to the provincially-prescribed hours/days of instruction as may be permitted within prevailing legislation, regulations, or Minister's Orders.

#### DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson,  
Board of School Trustees

Ron Eeles, Chief Negotiator

**H.4: SCHOOL CALENDAR/REGULAR WORK YEAR**

1. The parties agree that pursuant to the School Act, the Board shall, for the school year 1993/94 or until the subsequent contract comes into effect (whichever is later), allow a minimum of four (4) school days to be shortened by one (1) hour for the purpose of facilitating parent-teacher interviews related to student progress.
2. Pursuant to the School Act, the Board agrees that a gradual entry program designed jointly by the Board and Kindergarten teachers shall be implemented. The gradual entry program could include altered hours and the phasing in of small groups of children for the first five (5) days after the opening of schools.
3. The Board agrees that the first day of school shall continue to be a day for organization. Pursuant to the School Act, this day shall be shortened for students. Students shall be in attendance for no more than three hours except in those secondary schools where the staff determines that more time is required to facilitate scheduling.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF THE DELTA  
TEACHERS' ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT #37, (DELTA)

Sheelah J. Grasswick, Chairperson  
Board of School Trustees

Ron Eeles, Chief Negotiator

## **SECTION J - APPENDICES**

### **J.1: DEFERRED SALARY LEAVE PLAN**

Under the definition of 'prescribed plan' within Section 24B (1) (salary deferral arrangement) of the Income Tax Act, the following Agreement is to permit teaching employees of School District #37 (Delta) to arrange a self-funded leave of absence by deferring from tax a portion of salary.

#### **1. DEFINITIONS**

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- a) the first day of any such monies has been so retained by the Board, or
- b) the last date to which interest has been paid in accordance with clause 3.4 or whichever is later.

"Board" means the Board of School Trustees, School District #37 (Delta).

"Agreement(s)" means the agreement(s) in force from time to time between the Board and the Association.

"Association" means the Delta Teachers' Association.

"Committee" means a committee as defined by agreement(s) between the Board Association.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including his/her proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clauses J.1(3.1) and J.1(3.2), including the years referred to in clauses J.1(4.4) and J.1(4.5), if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause J.1(3.1) and augmented from time to time by interest thereon calculated in accordance with clause J.1(3.3) but less all interest paid to the participant in accordance with clause J.1(3.4).

"Eligible employee" means an employee of the Board.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia. At the present time, the Royal Trust Company is the "eligible investor".

"Memorandum of Agreement" means the Agreement described in Schedule "A".

"Participant" means an eligible employee who has completed a Memorandum of Agreement and whose application for participation in the plan has been approved by the Board in accordance with clause J.1(2.2).

"Plan" means the deferred salary leave plan set out in this Agreement and includes all amendments thereto.

## 2. APPLICATION

### a. Formal Application

In order to participate in the Plan, an eligible employee must make written application by way of Schedule "A" to the Personnel Office by March 31, stating the date when the eligible employee wishes to participate in the Plan.

### b. Approval

The approval of each application made under clause J.1(2.1) shall rest solely with the Superintendent of Schools. The Superintendent shall, at least one month prior to participation in the Plan or at a date otherwise agreed between the Board and the Association, advise each applicant of his/her approval or disapproval of his/her application.

### c. Date of Participation

If the Superintendent of Schools gives his/her approval in accordance with clause J.1(2.2), the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and the eligible employee.

## 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

### a. Compensation Deferred

During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board. Such percentage amount may be varied, subject to clause J.1(3.2), by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

- b. Maximum Percentage Deferred  
The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) per cent.
- c. Investment of Deferred Compensation  
The monies retained by the Board for each participant, in accordance with clause J.1(3.1), including interest thereon (until paid out in accordance with clause J.1(3.4)). shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination, the Board, the Association, and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.
- d. Payment of Accrued Interest  
The eligible investor shall pay the accrued interest annually to the participant.

#### 4. TAKING OF LEAVE OF ABSENCE

The taking of a leave of absence shall be governed by the following provisions:

- a. Qualification to Participate  
The leave of absence shall occur according to, and be governed by, the deferred salary leave plan policy then established by the Board for its employees.
- b. Manner of Payment During Leave  
The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the agreement(s).
- c. Amount of Payment During Leave  
The payments to be made to a participant in accordance with clause J.1 (4.2) during a leave of absence shall be related to the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.
- d. Board's Right to Refuse Leave  
If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may in its discretion, defer the leave of absence on one (1) occasion only for up to one (1) year. In such cases, the participant may choose to remain in the Plan or may withdraw from the Plan.

- e. Participant's Right to Defer Leave  
Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one (1) occasion only, with the consent of the Superintendent of Schools given not less than six (6) months prior to the scheduled date, postpone such leave for up to one (1) year.
- f. Leave of Absence  
The leave of absence shall immediately follow the deferral period.
- g. Return to Employment  
The participant shall return to employment with the Board for a period not less than the period of leave.

5. WITHDRAWAL

- a. Termination of Employment  
A participant who ceases to be employed by the Board also terminates participation in the plan.
- b. Withdrawal from Plan  
A participant may withdraw from the Plan upon giving written notice of intent not less than six (6) months prior to the date on which the leave of absence is to commence.
- c. Payment  
Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made, the Board shall have no further liability to the participant.
- d. Upon Death  
Should a participant die, the Board shall within sixty (60) days of notification of such death, pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OF AMENDMENT OF PLAN

- a. Agreement  
The Plan may be amended or terminated by agreement between the Board and the Association.

**SECTION K – PROVINCIAL LETTERS OF UNDERSTANDING AND MEMORANDA OF AGREEMENT**

**LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Where a middle school program has been operating in a district without a formal agreement, the local and the employer shall modify the Collective Agreement, in a Letter of Understanding signed by the provincial and local parties, to incorporate the terms under which the middle school program has been operating.

Should the employer and the local be unable to agree, by March 01, 2007, on the terms under which the middle school program has been operating, either party may refer the outstanding issues to expedited arbitration as set out in Article D.5.5.c.

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

**The British Columbia Public School Employers' Association**

Re: Designation of Provincial and Local Matters

Pursuant to the Public Education Labour Relations Act, the negotiators for the above parties agree to recommend to their respective principals the following with respect to the designation of provincial matters and local matters as they relate to the current round of negotiations:

1. Those matters contained within Appendix 1 shall be designated as Provincial Matters;
2. Those matters contained within Appendix 2 shall be designated as Local Matters.

Dated this 31<sup>st</sup> of May, 1995 at Vancouver, B.C.

“D. Hogg”  
Negotiation Team For  
British Columbia Teachers' Federation

“K. Halliday”  
Negotiation Team For  
British Columbia Public School  
Employers' Association

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.
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<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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**Appendix 1 – Provincial Matters**

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18. One Room School Allowance
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- 30. Retirement Bonuses
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  - 1.45 *Job Sharing*
  - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
  - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
  
5. Teacher on Call Hiring Practices
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
  
6. Seniority-Layoff-Recall-Severance Pay
  - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
  - 3.24 *Seniority (not associated with termination/severance)*
  
7. Retraining
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

## **Section D — Working Conditions**

1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*

2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
12. Space and Facilities
  - 1.110 *Space and facilities*

13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
14. Correspondence Courses
  - 1.33 *Correspondence School*
15. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*
2. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.25 *General Provisions for Transfer*
  - 3.34 *Teacher Initiated Transfer - Voluntary*
3. Filling Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
  - 3.43 *Job Description*
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.



4. Offer of Appointment to the District  
*1.74 Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
5. Positions and Assignments - referenced to Definition
6. Non-sexist Environment  
*3.16 Non Sexist Environment*
7. Sexual Harassment  
*3.15 Harassment - Sexual; Personal Harassment*
8. Harassment  
*3.14 Harassment of Teachers*
9. Falsely Accused Employee Assistance  
*2.4 Falsely Accused Employee*
10. Parental Complaints  
*3.39 Complaints - Public*
11. Violence Prevention in Schools  
*3.47 Acts of Violence Against Teachers*
12. Criminal Record Checks  
*1.111 criminal record checks*
13. Resignation  
*3.44 Employee Terminating Employment*

**Section F — Professional Rights**

1. Educational Change  
*1.34 Curriculum Implementation; Field Services*  
*1.76 Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*  
*3.41 Future Education Directions Committee*
2. Professional Development: Funding (NOTE: See also Addendum C)  
*1.19 Tuition Costs*  
*1.78 Professional Development Committee - as related to funding*  
*1.81 Funds - Professional Development*
3. Professional Days (Non-Instructional)  
*1.70 Non-Instructional Days*

4. School Accreditation
  - 1.1 *Assessment, Accreditation (Elementary & Secondary)*
  
5. Professional Autonomy
  - 3.26 *Autonomy - Professional; Method of Instruction*
  - 3.27 *Responsibilities - Duties of Teachers*
  - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
  - 3.42 *Use of PCs - Video*

### **Section G — Leaves of Absence**

1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
  
2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*
  - 1.109 *Parental Leave - Short Term*
  
3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
  
4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
  
5. Educational Leave
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed*
  - 1.103 *Study Leave - Year End*
  
6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
  
7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
  
8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*

9. Leave for Elected Office and Community Service
  - 1.49 Community Service; Search and Rescue Leave*
  - 1.51 Election Leave, Political Leave*
  
10. WCB Leave With Pay
  - 1.21 WCB*
  - 1.67 Worker's Compensation - Leave*
  
11. Early Retirement Incentive Plan - separate from B
  
12. Leave of Absence Incentive Plan
  - 1.47 Absence Incentive Plan - Leave*
  
13. Religious Holidays
  - 1.62 Religious Holiday - Leave*
  
14. Leave to Attend Retirement Seminars
  - 1.112 Leave to Attend Retirement Seminars*
  
15. Leave for Communicable Disease
  - 1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  
16. Leave for Conference Participation
  - 1.113 Leave for Conference Participation*
  
17. Leave for Competitions
  - 1.55 International Amateur Competition, Sports Competition Leave*
  
18. Leave for Visiting Exchange Teachers (needs broader title)
  - 1.59 Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
  
19. Leave for University Convocations (needs broader title)
  - 1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
  
20. Leave for Blood, Tissue and Organ Donations
  - 1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  
21. Leave for Exams

*1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board  
Directed Education Upgrading, Educational Improvements Leave, Professional  
Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*

22. Miscellaneous Leaves with cost  
*1.58 Other - Leave*  
*1.106 Committee - Detached Duty*

May 31, 1995 - Provincial

## **Appendix 2**

### LOCAL MATTERS

#### **Appendix 2 – Local Matters**

##### **Housekeeping - Form**

- 4.37 *Glossary for Terms*
- 4.17 *Cover Page of Agreement - Memorandum*
- 4.21 *Preamble, Introduction, Objects, Statement of Purpose*
- 4.22 *Purpose of Contract*

#### **Section A — The Collective Bargaining Relationship**

1. Local Negotiation Procedures
  - 4.1 *Abeyance of Contract*
2. Recognition of Union
  - 4.39 *Recognition of Union*
3. Access to Worksite
  - 4.2 *Access to Worksite*
4. Use of School Facilities
  - 4.30 *Use of Facilities*
5. Bulletin Board
  - 4.6 *Bulletin Board*
6. Internal Mail
  - 4.15 *Internal Mail*
7. Access to Information
  - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
  - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*

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1. Purchase Plans for Equipment
  - 4.27 *Computer Purchase*

2. Payroll Deductions  
*4.24 Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account*
3. Employee Donations for Income Tax Purposes

#### **Section D — Working Conditions**

1. Extra-curricular Activities  
*3.11 Extra-curricular*
2. Staff Meetings  
*4.28 Meetings - Staff*
3. Health and Safety  
*4.26 No Smoking - Smoke Free Environment*
4. Health and Safety Committee  
*4.14 Accident Prevention Committee; Health and Safety Committee*
5. Hazardous Materials
6. Student Medication and Medical Procedures  
*1.68 Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures*
7. Local Involvement in Board Budget Process  
*4.5 Committee - Finance Board Budget - Union Involvement, School Funds*
8. Teacher Involvement in Planning New Schools  
*4.27 Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*

#### **Section E — Personnel Practices**

1. Personnel Files  
*4.20 Personnel Files*
2. School Act Appeals  
*4.25 Appeal by Students/Parents Under School Act*
3. Board Policy  
*4.4 Board Policy - Commercialism in Schools; Input into Board Policy*

4. No Discrimination
  - 4.35 *Discrimination*
5. Race Relations
  - 4.33 *Multiculturalism; Race Relations*
6. Gender Equity
  - 4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

**Section F — Professional Rights**

1. Professional Development Committee (NOTE: See also Addendum C)
  - 1.78 *Professional Development Committee - as related to control*
2. First Nations Curriculum
  - 4.12 *First Nations - Indian Studies Curriculum*
3. Women's Studies
  - 4.31 *Women's Studies*
4. Committees
  - 4.8 *Committee - Professional Relations*
  - 4.19 *Parent Advisory Council*
  - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund raising
  - 4.13 *Fund Raising*
6. Classroom Expenses
  - 4.23 *Reimbursement for Classroom Materials Paid by Teachers*

**Section G — Leaves of Absence**

- 4.3 *Banked Time Plan*
- 4.7 *Committee - Leave of Absence*
- 4.18 *Non-Contractual Items, Without Prejudice*
- 4.11 *Energy Awareness*
- 4.16 *Leave - notice*
1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans

Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

NOTE: See also Addendum A and Addendum D re unpaid leaves.



**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

“D. Hogg”  
Negotiation Team For  
British Columbia Teachers’ Federation

“K. Halliday”  
Negotiation Team For  
British Columbia Public School  
Employers’ Association

October 25/95

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**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

Dated this 11th day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

“K. Halliday”  
Chief Negotiator  
BC Public School Employers’ Association

**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*

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**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised**

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”

## LETTER OF UNDERSTANDING NO. 2

**Between:**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And:**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

Re: Approved list of arbitrators for:

- Article D.3 Alternate School Calendar
- D.5 Middle Schools
- LOI 1 Formalization of Middle School Provisions

The parties agree that the following arbitrators shall be used to adjudicate disputes arising pursuant to the provisions of Articles D.3.7, D.5.5 and/or LOI No. 1. The List shall include:

John Kinzie  
Judi Korbin  
Robert Pekeles

This list shall be in place for the term of this agreement and shall expire on June 30, 2011 unless otherwise amended and/or extended by the parties.

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacquie Griffiths  
For the BCPSEA

**LETTER OF UNDERSTANDING No. 3. a**

**Between**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

Re: Section 4 of Bill 27  
Education Services Collective Agreement Act

**Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).**

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Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) “Column C Agreements”. Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) “Column A agreements”. Lastly, a superior daily rate, both short and long term, for Teachers on Call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation’s view that the “No Cut” provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation’s view on these matters, on a without prejudice and precedent basis to the Federation’s overall position in respect of Bill 27 “Education Services Collective Agreement Act” and Bill 28 “Public Education Flexibility and Choice Act”, including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

## 1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

### 1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
			First	I
First	I	\$42,564	\$215	\$ 0
First	I	\$62,752	\$180	\$184

The local parties shall compile and forward the “Rate of Pay Maintenance” Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher on Call, be placed on the “Teacher on Call Schedule” at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

<b>Year</b>	<b>Column A Agreement</b>	<b>Column C Agreement</b>
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1  ▪ (B.1 – A.1 = Difference/10= Monthly Installment)	Salary at June 30, 2002 x 1.025 = B.1
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2  ▪ (B.2 – A.2 = Difference/10= Monthly Installment)	B.1 x 1.025 = B.2

- Notes:*
1. *For 12-month pay schedules, the divisors will be 12.*
  2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
  3. *Please refer to Appendix “A” for examples.*

## **1.2 Term/Temporary Employees**

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher on Call, be placed on the “Teacher on Call Schedule” at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.



### **1.3 Teachers on Call**

- 1.3.1 Any teacher on call on the Teacher on Call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A “Teacher on Call Schedule” shall be appended to the collective agreement that identifies each eligible teacher on call and his/her daily rate at June 30, 2002.

#### **Sample Teacher on Call Schedule:**

<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First	\$159.64
First	\$166.70

*NOTE: In some districts the daily rate for TOCs will be the same for all TOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these “Teacher on Call Schedules” to the provincial parties.

### **1.4 Employees Hired After June 30, 2002**

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers on Call placed on the Teacher on Call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

### **2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

### **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

### **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

**8.1** In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

**8.2** Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.

- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

**9.2 School District No.8 (Kootenay Lake)**

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers’ bargaining unit but are not included in the Column A agreement.

**9.3 Application**

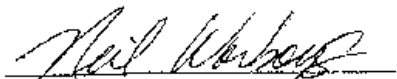
9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers’ bargaining unit and the BCTF.

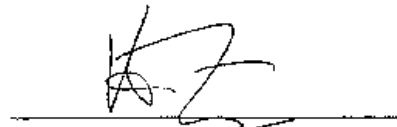
9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.

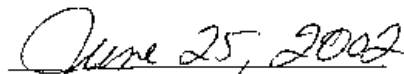
9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

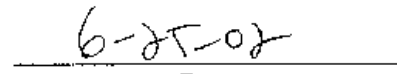
**9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
 British Columbia Teachers' Federation

  
 British Columbia  
 Public School Employers' Association

  
 Date

  
 Date

Appendix "A" to  
LOU Re: Re: Section 4 of Bill 27

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,647	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	1-Jul-02	4.1		
	\$38,405	+2.5%	\$2,019	\$202
	\$39,365		\$127	\$13
	\$40,222			
	\$37,347			
	\$40,349			

Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	1-Jul-02	4.10		
	\$52,880	+2.5%	\$0	\$0
	\$54,202		\$0	\$0
	\$55,557		\$0	\$0
	\$54,395			
	\$55,755			

\* Monthly installment assumes annual salary paid over 10 months



School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$38,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.2</td> <td>\$45,927</td> <td>\$44,717</td> <td>\$2,153</td> <td>\$215</td>	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example # 4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td> </td>	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,843	\$184

\* Monthly Installment assumes annual salary paid over 10 months

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Early Incentive Payment

Should the parties reach a tentative collective agreement by June 30, 2006 which is subsequently ratified by the parties, each bargaining unit member who is an employee of the **school district** on June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be equal to a maximum of \$3,700 dollars for each full-time equivalent employee and shall be pro-rated for employees working less than full-time. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee (continuing or temporary) is an employee who worked on a full-time basis (183 days) during the period of September 1, 2005 – June 30, 2006. For the purpose of determining the amount of the incentive payment for teachers on call, a full-time equivalent teacher on call is a teacher on call who worked on a full-time basis (177 days) during the period of September 1, 2005 – June 30, 2006. The incentive payment for employees who worked less than full-time over this period of time shall be pro-rated based on the actual time worked as a percentage of full-time. No



employee shall be eligible for a payment in excess of \$3,700. Time spent on the following leaves shall not be deducted for the purposes of this calculation:

- All leaves with pay
- Maternity or parental leave
- Days on approved WCB and Salary Indemnity Plan that commenced between July 1, 2005 and June 30, 2006.

The one-time lump sum incentive payment is subject to the legal and statutory deductions. This payment is not included as pensionable earnings nor is it included for calculations of benefits.

The incentive payment shall be paid to employees upon receipt of funding from the government and as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

In addition to the above, each full-time equivalent employee shall receive a one-time payment of \$300 in recognition of past purchases of professional resources, to be paid in the same manner as above.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: One Time Payment to Teacher Inflation Adjustment Account

1. The parties to this LOU have agreed that Government will make a one-time payment to the Inflation Adjustment Account of the Teacher Pension Plan in the following amount:  
  
July 15, 2006    \$20,000,000
2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Employment Equity – Aboriginal Employees

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under representation of Aboriginal employees and therefore further agree that:

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
- The parties will assist the employer and the local as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Provincial Articles Housekeeping Committee

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.
2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.
3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until 3 months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
  - a. The elimination of out-of-date references to terms, dates or other matters;
  - b. The updating of collective agreement language that is either no longer relevant or functional; or
  - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Rehabilitation Committee

The parties agree to form a Rehabilitation Committee comprised of three (3) representatives of BCPSEA and three (3) representatives of the BCTF.

The parties agree to discuss and review the BCTF Rehabilitation Program. The Committee may make recommendations to the parties on the following matters:

- a) The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
- b) Employees' participation;
- c) Status of the employee in the BCTF Rehabilitation Program;
- d) Information provided to the employer when an accommodation is sought;
- e) Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
- f) Expansion of the BCTF Rehabilitation Program to 60 School Districts;
- g) The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
- h) Any other matters the Committee deems appropriate.

The Committee shall meet in good faith and shall complete its work by no later than June 30, 2008.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Benefits Review Committee

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of \$200,000 to utilize outside actuarial or other required consulting services.
2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.
3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacque Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 11**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: 2008 Salary Harmonization

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.
2. Effective July 1, 2008, all salary grid maximums which are less than those set out below\* will be adjusted to the following levels:

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942
3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

*Note: this grid has been arrived at through the following:*

1. *Implement the initial maximums based on weighted average figures identified in BCTF letter of July 4, 2006 to BCPSEA Chairperson:*

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269

2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Teacher Supply and Demand Initiatives

The BC Teachers' Federation and the BC Public School Employer's Association agree to undertake the following initiatives to support the recruitment and retention of a qualified teaching force in British Columbia. The parties further agree to establish a joint Public Education Recruitment and Retention Support Committee comprised of two representatives of the BCTF and two representatives of BCPSEA to develop and administer the initiatives.

**Remote Recruitment & Retention Allowance:**

- a. Effective July 1, 2008, a 3% increase shall be applied to the category 4, 5, 5+ and 6 maximums in the districts listed below:

SD 49 Central Coast  
SD 50 Haida Gwaii/Queen Charlotte  
SD 52 Prince Rupert  
SD 59 Peace River South  
SD 60 Peace River North  
SD 81 Fort Nelson  
SD 82 Coast Mountain  
SD 85 Vancouver Island North  
SD 87 Stikine  
SD 91 Nechako Lakes  
SD 92 Nisga

No grid steps other than the maximums identified above shall be adjusted as a result of the implementation of this increase.

- b. All employees in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment.

All employees identified above, upon the completion of a second continuous year of employment and each continuous year thereafter, to receive the recruitment allowance above as a retention allowance.

- c. The parties agree that the joint Public Education Recruitment and Retention Support Committee will review demographic and other data to establish criteria for the designation of other school districts or schools within a district, if any, deemed appropriate for eligibility of the Recruitment & Retention Allowance. Effective July 1, 2008, the Committee will receive funding of \$3.5 million per year for this purpose.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Fiscal Dividend

Having agreed to a collective agreement term of July 1, 2006 to June 30, 2011, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

- a. If fiscal dividend funds are determined to be available, upon receipt of funding from the BC government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate individual payment amounts and distribute the funds.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 14**

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Article B.12 Category 5+ Transitional Provisions

The parties agree to the following transitional provisions in implementing B.12 Category 5+:

1. Employees who have commenced studies, prior to September 1, 2007, for Category 5+ placement under the Previous Collective Agreement criteria as at June 30, 2007, shall have until June 30, 2011 to complete those studies and still qualify for Category 5+ placement under that criteria. The process for application for Category 5+ shall be as follows:
  - a. Upon completion of the studies for Category 5+ placement, the employee shall first apply and submit the proper documentation to TQS. Where TQS assigns Category 5+, the employee shall submit the Category 5+ TQS card to the employer pursuant to the Previous Collective Agreement.
  - b. Where TQS does not assign Category 5+, the employee shall then apply and submit the proper documentation, including proof of the date of commencement of studies, to the employer. The employer must be the same employer where the employee commenced the studies for Category 5+.
  - c. The employer shall evaluate the employee's application for Category 5+ placement pursuant to the Previous Collective Agreement criteria as at June 30, 2007. Where the employer assigns Category 5+, the employer shall so inform TQS.

Dated this 27th day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 15

**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article C.2. – Porting of Seniority – Separate Seniority Lists**

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 10 years can be ported.
  
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
  
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 10 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.
  
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)

- Up to 10 years of seniority could be ported to the seniority list to which the continuing appointment was received.
- No seniority could be ported to the other seniority list.
- For example, teacher A in District A currently has 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 10 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

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Jacque Griffiths  
BC Public Employers' Association

January 14, 2008

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Jim Iker  
BC Teachers' Federation

January 21, 2008

**LETTER OF UNDERSTANDING No. 16**

**BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave –  
Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates his/her employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) , for the purpose of porting , the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for her full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

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Jacquie Griffiths  
BC Public Employers' Association

March 12, 2008

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Irene Lanzinger  
BC Teachers' Federation

March 13, 2008



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